

BOOKSTORE OPERATIONS RECOMMENDATION

HSU's existing bookstore operations contract with Follett Higher Education Group expires June 30, 2010. Contracts are limited by state regulations to seven years. Our contract with Follett Higher Education Group began July 1, 2003.

RFP for bookstore operations was issued February 19, 2010. A mandatory site visit and pre-proposal conference was held at 9:00 on March 11, 2010. The deadline for proposals was 1:30 p.m. on March 31, 2010.

The Bookstore Operations Selection Committee was formed. Members included Bobby Jones, Chair; David Gardner representing Ellis College; Rhonda Harrington representing Teachers College, Henderson; Ed Conrad representing the School of Business; student representatives Cameron Magee, Tiffany Templeton, and Rebecca Clutz; with Tim Jones (HSU Purchasing Agent) serving as facilitator.

Five bookstore vendors attended the site visit and pre-proposal conference on March 11. Four of the vendors that attended submitted proposals by March 31. Proposals received are listed below. Validis Resources chose not to submit a proposal.

1. Barnes Book Association Corp.
2. Barnes and Noble
3. Follett Higher Education Group
4. Texas Book Company

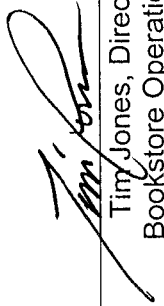
The selection committee met on March 29 to discuss the selection process. Proposals were received on March 31 and distributed to the selection committee members. The selection committee met on April 7 and April 14 to evaluate the proposals.

The committee recommends Barnes Books Associates.

HENDERSON STATE UNIVERSITY
EVALUATION TALLEY SHEET

PROJECT: BOOKSTORE OPERATIONS SELECTION 2010 - RFP #10-22

	SELECTION COMMITTEE	POINTS POSSIBLE	BBA Corp	Barnes and Noble	Follett Higher Education Group	Texas Book Company	Validis Resources
1	Bobby Jones	100	100	80	90	70	
2	Ed Conrad	100					
3	David Gardner	100	98	95	95	84	
4	Rhonda Harrington	100	91	90	87	80	
5	Rebecca Clutz	100	64	58	42	53	
6	Cameron Magee	100	100	90	--	--	
7	Tiffany Templeton	100	99	83	55	59	
	TOTAL		552	496	369	344	


Tim Jones, Director of Purchasing
Bookstore Operations RFP Facilitator

RFP 10-22

REQUEST FOR PROPOSALS

FOR

Operation and Management

of the

REDDIE BOOKSTORE

On the campus of

Henderson State University

ISSUED BY:

**Henderson State University
Purchasing Department
1100 Henderson Street
Arkadelphia, AR 71923**

ISSUE DATE: February 19, 2010

TABLE OF CONTENTS

SECTION 1	Administrative Overview
1.1	Background
1.2	Purpose
1.3	Issuing Office
1.4	Contract Administrator
1.5	Anticipated Procurement Timetable
1.6	Submission of Proposals
1.7	Bid Warranty
1.8	Rejection of Proposals
1.9	Contracting Condition
1.10	Public Opening of Proposals
1.11	Contract Awarding and Signing
1.12	Performance Bond
1.13	Proposal Evaluation
SECTION 2	Scope
2.1	Purpose
2.2	General Requirements
SECTION 3	Requirements
3.1	Evaluation Criteria
3.2	Experience
3.3	Qualifications of Staff
3.4	Project Understanding
3.5	Cost Analysis
3.6	Services to be Provided
SECTION 4	Technical and Business Proposal
4.1	Introduction
4.2	Transmittal Letter
4.3	Bid Warranty
4.4	Executive Summary
4.5	Respondent's Background and Experience
4.6	Proposer's Qualifications and Credentials as Related to the Proposal
4.7	Project Organization and Staffing
4.8	Price Proposal
4.9	Independent Price Determination Certification Statement
4.10	Bid Price Certifying Statement and Bid Price
SECTION 5	General Terms and Conditions
5.1	Legal Considerations
5.2	Public Disclosure
5.3	Ethical Standards Law
5.4	Conflict of Interest
5.5	Warranty Against Broker's Fee

5.6	Offer of Gratuities or Kickbacks
5.7	Employment of State Personnel
5.8	Staffing
5.9	Term of the Contract
5.10	Termination of Contract
5.11	Termination for Default
5.12	Termination for Convenience
5.13	Termination for Unavailability of Funds
5.14	Procedure on Termination
5.15	Termination Claims
5.16	Contractor
5.17	Force Majeure
5.18	Disputes
5.19	Confidentiality of Information
5.20	Public Disclosure
5.21	Inspection of Work Performed
5.22	Subcontracts
5.23	Indemnification
5.24	Assignment
5.25	Employment Practices
5.26	Waiver
5.27	State Property
5.28	Contract Variations
5.29	Attorney's Fees
5.30	Environmental Protection
5.31	Liability
5.32	Records Retention
5.33	Access to Contractor's Records
5.34	Standard Terms and Conditions

SECTION 6 Procurement

6.1	Rules of Procurement
6.2	Point of Contact
6.3	Written Questions Concerning the Request for Proposal
6.4	Request for Proposals Amendments
6.5	Cost of Preparing Proposals
6.6	Disposition of Proposals
6.7	Proposal Amendments and Rules of Withdrawal
6.8	Acceptance of Proposals
6.9	Evaluation of Proposals
6.10	Award Notice

SECTION 7 RFP Response Checklist

Other Requirements

Insurance Requirements
Illegal Immigrant Certification
Equal Opportunity Policy
Contract/Grant Disclosure

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 Background

Henderson State University was founded on March 24, 1890 and was incorporated as Arkadelphia Methodist College. It was chartered as a four-year, coeducational baccalaureate liberal arts college. The College opened on September 3, 1890, with 110 students and 10 faculty members. At present, degree programs are offered through the Matt Locke Ellis College of Arts and Sciences, the School of Business, Teachers College Henderson and the Graduate School. The University operates the only aviation degree program in Arkansas and offers pre-professional studies. The University began its 100th session on August 30, 1989, with a record on-campus enrollment of some 3400 students. Throughout most of its history, the University has been known as "Henderson". The motto is "The School with a Heart". The colors are Red and Gray and the students and athletic teams are known as "REDDIES".

The University's fall semester begins usually in late August of each year. The current Bookstore is operated by Follett Higher Education Group and reports to the Vice President for Finance and Administration. Previous gross sales for April 1, 2008 to March 31, 2009 are approximately \$937,000. Current year is approximately 10% lower. The Bookstore contains approximately 5,000 square feet of retail space and 2,000 square feet of storage and office space. Current hours of operation are 8:00 A.M. to 4:00 P.M. Monday – Thursday and 8:00 A.M. to 2:00 Friday with additional hours added to each day during the first 2 weeks of the start-up of each semester and during the week of finals. Additional information can be obtained on the Henderson web page www.hsu.edu.

1.2 Purpose

The purpose of this RFP is to receive proposals for contracting the operations of the Reddie Bookstore, which is located in the Martin B. Garrison Activity and Conference Center.

The University's objectives for the Bookstore management and operation are listed below. It is expected that the Contractor shall adopt the following objectives for the management and operation of the Bookstore:

1. To provide the University community with a full range of merchandise and services expected from a quality academic bookstore.
2. To have sufficient quantities of textbooks and related supplies and materials, as required or recommended by the faculty for academic courses, available for purchase by students at the specific times the items are needed.
3. To ensure that the specific edition(s) of texts are available for sale.
4. To provide a wide selection of current trade, academic and technical literature in support of required material for the academic disciplines of the University.
5. To offer a significant selection of "soft goods" such as office supplies, incidental household goods for resident students, personal care items, University emblematic apparel, memorabilia and other miscellaneous items.
6. To provide timely response to customers requiring special order literature and other such materials.
7. To provide textbooks and other quality merchandise to the University community under pricing policies that are both fair and competitive for like or similar quality, as compared to other university bookstores and also with retail establishments in the surrounding area.
8. To keep apprised to new merchandise of interest to the University community.
9. To minimize out-of-stock situations on textbooks.

10. To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
11. To meet the bookstore needs of the patrons with various disabilities. ADA requirements must be adhered to in all aspects of the management and operation of the Bookstore.
12. To provide employment opportunities for's students.
13. To become involved in the academic, cultural, and social environment of the University, taking advantage of opportunities to offer special merchandising and other assistance based upon the University's ongoing and unique activities.
14. To be familiar with and discuss how the implementation of the Higher Education Opportunity Act, Text Book Division will be accomplished.
15. To provide the option of online purchasing of textbooks and other merchandise.

NOTE: Office Supplies for all Departments of Henderson State University will not be purchased from the Reddie Bookstore. The State of Arkansas offers a contract for these supplies.

1.3 Issuing Officer

Tim Jones, Director of Purchasing
 Phone: (870) 230-5117 Fax: (870) 230-5486

1.4 Contract Administrator

Bobby G. Jones
 Vice President for Finance and Administration
 1100 Henderson Street, Box 7804
 Arkadelphia, AR 71999-0001
 Phone: (870) 230-5090 Fax: (870) 230-5147
jonesb@hsu.edu

1.5 Anticipated Procurement Timetable

RFP Issued:	February 19, 2010
Site visit and pre-proposal conference:	March 11, 2010 at 9:00 a.m.
Closing date and time for receipt of proposals and public opening of proposals:	March 31, 2010 at 1:30 p.m.
Contractor Commences Performance:	July 1, 2010

NOTE: Attendance for the site visit and pre-proposal conference is required. At this time, questions concerning the University's requirements and expectations will be answered. All vendors planning to attend the site visit should contact Mr. Tim Jones prior to the meeting date to inform him of the number that will be in your party. Should fewer than two companies attend the site visit/pre-proposal conference, Henderson State University reserves the right to halt the current RFP process, evaluate and possibly restart the entire process.

The following information applies to the Site Visit/Pre-Proposal Meeting:

Date and Time: 9:00 A.M, local time, on March 11, 2010

Location: Henderson State University
 Womack Hall Room 302
 1100 Henderson Street
 Arkadelphia, AR 71923

1.6 Submission of Proposals

No later than March 31, 2010 at 1:30 p.m., one original (marked "ORIGINAL") and five (5) copies of the proposal should be received by:

Henderson State University
Purchasing Department
Womack Hall, Room 208
1100 Henderson Street, Box 7894
Arkadelphia, AR 71923

COST PROPOSAL MUST BE INCLUDED IN SUBMISSION.

There is no required format for the proposals that are to be submitted, but it is suggested that the same format used in the RFP be followed, by each section. Tabbing of each section is required. To insure that all items are addressed and full consideration of the response is evaluated, it is recommended that responses be addressed directly below each line item. In some cases where a defined response is not requested, a simple "acknowledged", "we concur", "understood", etc. could be adequate.

Addendum or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal.

1.7 Bid Warranty

Each proposal shall be accompanied by a Bid Warranty, in the form of a cashier's check, certified check, or bond, payable to the Henderson State University in the amount of \$50,000. Bid Warranty is to be forfeited to the University if the successful respondent fails to execute a contract within fourteen (14) days after notification of Award of Contract. Bid Warranty shall be returned to the successful respondent and to unsuccessful respondents upon execution of a legal contract and submittal of performance bond.

1.8 Rejection of Proposals

Henderson State University reserves the right to reject any, or any part of, and all proposals received as a result of the request for proposals. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the request for proposals, which are not acceptable to the University, the proposal may be rejected.

1.9 Contracting Condition

The successful respondent and any entity or person directly or indirectly controlled by, under common control with, or controlling the respondent will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

1.10 Public Opening of Proposals

A public opening of all proposals will be held on: March 30, 2010 at 1:30 p.m. at

Henderson State University
Womack Hall, Room 302
1100 Henderson Street – Box 7894
Arkadelphia, AR 71923

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.

ALL SUBMITTALS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-1 ET SEQ.

1.10 Contract Awarding and Signing

Contract awarding and signing will be contingent upon University approval.

1.11 Performance Bond

The contractor will furnish a performance bond, equal to one-half of the Contractor's annual guarantee payment, to Henderson State University, Director of Purchasing within fourteen (14) calendar days after the letter of intent to award the contract is mailed. In extenuating circumstances, an extension may be granted to secure the bond. The form of bond required to secure the performance of contracts shall be the standard form of performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas. The Performance Bond is to be signed by an Arkansas resident agent with his Power of Attorney attached and filed in Clark County, Arkansas. A certified copy (by the Clark County Circuit Clerk) shall be submitted to the University's Purchasing Department as evidence the filing of the original. The Contractor is to pay all expense incidental to the filing of the bond. The award shall be made upon acceptance of the performance bond by the University. If a bidder fails to deliver the required performance bond, his bid shall be rejected and the bid security shall be enforced. In the event of a breach of contract, either through quality problems, late delivery, substitutions, or other areas within the control of the vendor, the University may assess reasonable charges against the vendor's performance bond. Frequent complaints of late deliveries may result in cancellation of the contract. If the vendor fails to deliver the items ordered under this contract without reasonable excuse for such failure, or if the items delivered are not of the quality or standards required by the contract, the Director of Purchasing shall notify the vendor of the default. If, after notification of default the vendor is unable to remedy the University's damages, procedures for collection against the vendor's bond will be instituted for the amount of damages incurred. In order to achieve the greatest economy for the University, the Director of Purchasing, may, at his option, choose the next low bid, re-advertise for bids, negotiate a purchase or complete any other action consistent with the procurement laws.

1.12 Proposal Evaluation

The Bookstore Selection Committee will evaluate all proposals to insure all requirements are met. The contract will be awarded on the basis of the proposal submitted which is, in the opinion of the Selection Committee, in the best interest of this University when all factors are considered. Factors considered will include, but are not necessarily limited to:

pricing, services offered, quality, experience, marketing capabilities, creativity, past history, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items, and that the decision of the University is final. The University reserves the right to reject any, and all proposals, or parts thereof, and to waive informalities in the proposals received.

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation to the Selection Committee. This presentation will provide the opportunity for the vendor to clarify or elaborate on his/her proposal, but will not in any way allow any change in the vendor's original proposal. The Chair of the Selection Committee will schedule the time and location of these presentations, if required.

SECTION 2 SCOPE

2.1 Purpose

This chapter describes the scope of work to be completed under this proposed contract.

The Contractor shall have the exclusive rights to market and operate, **as an independent contractor**, the Reddie Bookstore on the campus of Henderson State University. An Independent contractor is defined as the business or corporation that provides goods and services to Henderson State University as specified in this RFP. The Contractor shall provide, at his/her own expense, all required supplies, materials and equipment not provided by the University. The Contractor shall be responsible for all costs of marketing and operations of said facility, including but not limited to, maintaining adequate staffing, inventory, supplies and maintenance not provided by the University. Existing interior space, and all utilities will be provided by the University. Contractor must agree to conserve utilities and treat all facilities and equipment with prudent care.

The premises, equipment and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the University. The Contractor shall adhere to the highest standards of professionalism, cleanliness and general operations. Failure to meet this requirement at any time during the term of the contract shall be considered a material breach.

The University shall have the right to form a Bookstore Advisory Committee composed of student and University representatives to appraise and evaluate the services, amenities, facility and the entire bookstore operation. This committee shall meet regularly with the Contractor's Manager of the Bookstore to evaluate the overall operations, focusing on comments and providing information, which could result in needed changes or improvements to the facility and overall operations. The Contractor's off-campus supervisor (i.e., district, regional supervisor) shall attend at least one of these meetings annually.

The Contractor cost of said operations shall include, but not be limited to, the following:

- 2.1.1 Cost of all staffing required for complete marketing and operations of the Bookstore.
- 2.1.2 Cost of maintenance or replacement of all furnishings and equipment. Contractor will be required to fully furnish, fixture and equipment, the Bookstore.
- 2.1.3 Contractor will provide normal every-day type maintenance of the allotted space, furnishings, equipment and related items and the repair/replacement of such to the satisfaction of the University. Normal every-day type maintenance is defined as, but not limited to, changing of light bulbs, replacement of light or electrical outlets, etc

The University will properly make all repairs to the facilities, which are required as a result of "normal wear and tear" and not caused by negligence of the Contractor or his/her employees. Damages caused by carelessness or negligence of the Contractor or his/her employees or vendors shall be repaired promptly at the Contractor's expense.

Facilities are defined as walls, ceiling, plumbing, light fixtures and floors. All equipment used in the normal every day operation will be Contractor's responsibility to maintain and repair. The University will supply the facilities and utilities. All equipment and furnishings will be the responsibility of the Contractor. Any cost directly and clearly connected to abuse or negligence by the Contractor or its contractors shall be charged to the Contractor. The Contractor shall keep all said furniture, equipment, common area lighting, etc. in a proper condition and repair.

Normal Wear and Tear is defined as the act of wearing under normal use (not abuse): to impair or diminish by use of attrition; to consume or waste gradually by fatigue, use by the passage of time according to the life expectancy of each piece of equipment (each piece of equipment has its own life depreciation). Examples of "normal wear and tear" include, but are not limited to, a faucet washer will wear out due to constant use of the unit, a door closer will wear out due to constant use, etc. Examples of items that are not "normal wear and tear" include, but are not limited to, broken knobs of a cabinet, broken switch cover plates, etc.

- 2.1.4 Any additional equipment, not included in the initial design of the facility, that requires the use of electricity must be approved by the Director of the HSU Physical Plant before installation.
- 2.1.5 The Contractor will be responsible for the immediate reporting of needed repairs to the Facility of the University. The HSU Physical Plant will work with the Contractor to make emergency repairs to the Henderson State University maintained facilities.

Routine service request will be documented on Work Order Forms provided by the Physical Plant and delivered to the Physical Plant Office. Repairs will be scheduled as part of the University normal workload.

Emergencies during normal work hours, such as water leaks, plugged drains, etc. are to be reported to the Physical Plant by telephone for immediate response. Emergencies after normal working hours, involving University maintained equipment or facilities, are to be reported to Henderson State University emergency personnel and the University Police.

- 2.1.6 Maintenance and repair of all office equipment, including office furniture, computers, calculators, cash registers, etc.
- 2.1.7 Labor and labor relations.
- 2.1.8 Completed insurance coverage (HSU will provide insurance on the building only).
- 2.1.9 Telephone expense, except for "on campus services".
- 2.1.10 Management and staffing salaries and fringe benefits.
- 2.1.11 Personnel and the training of such. **Describe your suggested training program.**
- 2.1.12 Legal and professional advice.

- 2.1.13 Field audits and controls.
- 2.1.14 Annual audited reports. **NOTE:** The Contractor shall provide the Vice President for Finance and Administration a complete set of audited financial statements each fiscal year.
- 2.1.15 Motor vehicles, if needed, that are required by the Contractor to perform the contract.
- 2.1.16 Normal stock and inventory of the Bookstore.
- 2.1.17 Lock Changes - The Contractor, at his/her expense, must change locks for the Bookstore area so as to maintain security. All systems must be approved by the Director of the HSU Physical Plant. The HSU Physical Plant and the HSU Police Department shall have full access to the Bookstore in case of an emergency.
- 2.1.18 Without additional expense to the University, **the Contractor shall be responsible for, and pay all, applicable federal, state, and local taxes** and shall comply with all local laws, ordinances and regulations and shall obtain and pay for all permits, licenses, etc., unless otherwise specified.

2.2 General Requirements and Information

- 2.2.1 The Contractor shall be responsible for the full operation, maintenance and appearance of the interior of the Bookstore, including decorating and custodial services. No physical changes will be made without the consultation and written approval of the Vice President for Finance and Administration. The Contractor will be required to totally furnish, fixture and equipment, the Bookstore.
- 2.2.2 The Contractor agrees to provide Bookstore services as described in the Proposal and guarantee an annual royalty payment for the exclusive right to offer Bookstore service on the Henderson State University campus. **If a guaranteed "base of gross sales" is used to determine the royalty payment to the University, then the respondent must address the issue of: if gross sales exceed the guaranteed base used for the annual payment, what will be used as the basis for determination of additional consideration to be paid to the University.**
- 2.2.3 The Contractor agrees to make these payments to Henderson State University on a monthly or quarterly basis.
- 2.2.4 The Contractor shall not increase the pricing structure, of the originally agreed upon, category of items without the written approval of the Vice President for Finance and Administration.
- 2.2.5 The Contractor agrees to supply Henderson State University with complete and true records of sales to include period and dates covered. **Address how this will be accomplished.**
- 2.2.6 The Contractor shall assume all bookstore operating cost including, but not limited to Inventory, labor (including management and supervisory), fringe benefits, payroll taxes, sales taxes, insurance, license, permits, equipment repairs, replacement, in-store security and in-store custodial services.
- 2.2.7 The Contractor shall submit a monthly unaudited financial statement, which is to include a profit and loss statement, to the Vice President for Finance and Administration.

- 2.2.8 The Contractor shall confer with HSU in the establishment of store hours in order to adequately service day and possibly evening services. **List your suggested hours of operation.**
- 2.2.9 The University has attempted to keep the costs of providing and attaining a basic education as low as possible, the Contractor shall indicate their pricing policy below:
1. All new textbooks, paperback books and trade books shall be sold at a price of _____.
 2. Used textbooks in saleable condition shall be sold at _____.
 3. All other merchandise shall be marked up to reflect a usual gross profit margin of _____.
 4. Any net priced merchandise (invoiced at a net cost) may be priced to reflect the usual industry gross margin of _____.
 5. Henderson State University may request and shall receive from the vendor appropriate documentation that the above pricing policies are being practiced.
- 2.2.10 The Contractor shall post conspicuously and without equivocation store policies concerning refund, buy-back, exchanges, check cashing and special orders. The Contractor shall prepare, distribute and otherwise make available to every student, a handout brochure or leaflet outlining these policies.
- 2.2.11 The Contractor shall purchase used textbooks based upon a schedule that is timely, practical and convenient both to the Bookstore and its customers.
- 2.2.12 The Contractor shall be responsible for off campus Bookstore telephone service. On campus telephone service is provided by HSU at a current cost of \$13.65 per line. Currently, there are four lines.
- 2.2.13 The Contractor shall make every effort to secure and have available used texts. It should be clearly posted in the Bookstore what procedures are to be followed in the purchase and sale of used texts to the Bookstore. **Address your company's used book policy and objective for used books to new books ratio.**
- 2.2.14 Regalia – **describe the cap and gown services to be provided.**
- 2.2.15 The Contractor shall state whether operation of university and college bookstores is their primary business.
- 2.2.16 If Contractors are owned by another company, please state name and address of the parent company.
- 2.2.17 Parking on University property, by Contractor's employees, shall be governed by the same regulations and fees as apply to University employees. The Contractor will also be responsible for the payment of any and all unpaid fines levied for parking violations of his/her employees. Contractor employees will be required to secure a faculty/staff parking permit that will be used on the campus. Currently, there is not a fee for parking permits.
- 2.2.18 The University will consider some minor renovations to the Bookstore area that would be at the expense of the Contractor. Bidders are encouraged to make suggestions for interior design changes for this location. Suggestions should

include brief illustrations, descriptions of renovations, breakdown of estimate costs for each item by area, and suggested schedule of when the work should be started and completed. Any proposed renovation specifications and plans will be subject to approval by the University's Vice President for Finance and Administration.

2.2.19 The Proposer is to describe automation plans (e.g. Point of Sale system) for the efficient and effective management of the Reddie Bookstore. All systems are to be fully compatible with the University's SIS computer system. For each area to be automated, Proposer is to provide a brief description of what the automated system will do. Proposer is to indicate if this automated system can, or will, be tied to the Proposer's central computer system and, if so, when it may be installed, and what functions this networking will provide. Proposer is to indicate the type of backup system or procedures are to be utilized in the case that the system is temporarily inoperative.

Proposer is also to describe how this system will interact with the Financial Aid package currently being used at Henderson State University and the purchase of textbooks and material by students using their financial aid benefits. The current Financial Aid software at HSU is POISE/Jenzabar PX.

This function may require a substantial investment by the Contractor for cards (smart card), hardware and/or software.

Any issues that may arise between the Contractor and the Vice President for Finance and Administration will be resolved to mutual satisfaction. In the event that such a solution is not attainable, the final determination will rest with the Vice President for Finance and Administration.

For preparing Proposals, Contractors may use any standard form which they normally use. Narrative type submission is preferred. Be sure to include all percentages, figures, etc., where they are specially requested. See item 1.6.

SECTION 3 REQUIREMENTS

3.1 Evaluation Criteria

The proposals will be evaluated and awarded points based on a comparative formula of relative weighting as detailed below:

<u>Criteria</u>	<u>Weight</u>
Prior experience and performance on projects of similar nature and scope.	20 points
Qualifications of staff to be assigned to the work. This will be determined from resumes submitted, education, position in the company/firm, and years and types of experience.	20 points
Respondent's understanding of work to be performed. This will be determined by evaluation of the respondent's technical proposal for performance of the work requested.	20 points
Respondent's price proposal (cost analysis) for performance of performance of work requested. The lowest computed price proposal will be awarded maximum value. The value of other proposals will be awarded on a basis proportionate to the lowest cost proposal.	40 points
TOTAL	100 points

3.2 Experience

The proposal must detail the respondent's familiarity and proven experience with this type of contract and demonstrated ability to serve the University's needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and government guidelines.

3.3 Qualifications of Staff

The proposal should detail how the respondent has and will make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels. The proposal must detail the number and qualifications of personnel required to perform the work requested. The proposal must include resumes specifying the qualifications and duties of the management personnel. The resumes must include the education, position in firm/company years, types of experience and the duties that each will perform under the contract.

3.4 Project Understanding

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include, time frames for deliverables, and each activity and requirement outlined in the proposal. **Specifically address your suggestion(s) on the transition to minimize disruption. How do you suggest the transition be accomplished to assure delivery of Textbooks in a timely manner for the second Summer and Fall Semesters of 2010?**

3.5 Cost Analysis

The proposal must provide cost analysis information as required to support the reasonableness of the proposal.

3.6 Services to be Provided

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University. The Contractor will conduct meetings with the University staff in Arkadelphia, Arkansas, as required to assure a successful partnership.

SECTION 4 TECHNICAL AND BUSINESS PROPOSAL

4.1 Introduction

The Technical/Business portion of the proposal must include the following:

- Transmittal Letter
- Bid Warranty
- Executive Summary
- Respondent's Background and Experience
- Respondent's Qualifications
- Project Organization and Staffing

The Price portion of the proposal must include the following:

- Price Proposal (Cost Analysis)
- Independent Price Determination Certification Statement
- Bid Price Certifying Statement

ORIGINAL PROPOSAL AND COPIES MUST BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.

4.2 Transmittal Letter

The Transmittal Letter must be signed by an individual authorized to legally bind the respondent. It will state that the respondent is a legal entity that will meet the specifications set forth in the request for proposals.

4.3 Bid Warranty

Each proposal will be accompanied by a Bid Warranty as described in the request for proposals (Section 1.7).

4.4 Executive Summary

The Executive Summary will condense and highlight the contents of the respondent's proposal.

4.5 Respondent's Background and Experience

This section will include details of the respondent's background and its size and resources as well as details of experience relevant to the proposed project.

Each respondent must submit a minimum of three (3) letters of recommendation. Letters of recommendation must be submitted on the letterhead of the party submitting the recommendation. Each respondent must submit the names, addresses, and telephone numbers of three (3) additional references.

Each respondent must provide a list of any and all accounts that your company has discontinued within the past three (3) years, to include name and address of organization, contact person, phone number and reason contract was terminated (result of proposal, bid, time frames, etc.). **Failure to not list all discontinued contracts could result in your proposal being disqualified and rejected.**

Recommendations and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the request for proposal. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified. A negative response may disqualify the respondent.

For subcontractor(s) and consultant(s), respondent shall include letters of agreement, contracts or other forms of commitment, which demonstrate their willingness to undertake their portion of the proposed project. In addition, all requirements, contractual obligations and a statement of the Respondent's involvement in litigation that could affect this work shall be included.

1. Provide a written commitment to accept all contract provisions which are mandatory under the laws of the State of Arkansas, its Departments, Agencies, and Boards.
2. Provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
3. Provide, if available, a sample standard contract used by your firm, with other educational entities for the operation of bookstores.

4.6 Respondent's Qualification and Credentials as Related to the Proposal

In this section, the Respondent shall provide an organizational chart displaying his/her overall business structure and the proposed project structure. The Respondent shall also state the qualifications and credentials of his/her company, in terms of proven experience through similar projects, reputation, etc.

Respondents shall include the number and a description of recent similar projects successfully completed. A statement shall be included specifying the extent of responsibility on each described project.

The Respondent shall provide the most recent annual report, and other evidence of the Respondent's financial status, and the Respondent's financial ability to carry out the project.

Proposals shall include proof of the Respondent's financial soundness and successful completion of other projects of a like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the University. Acceptable evidence shall include but shall not be limited to: recent financial statement from a bank evidencing their good standing; written statements from the Respondent evidencing the successful completion of other projects of like size and scope; and recent peer reviews of completed projects of like size and scope.

4.7 Project Organization and Staffing

This section will describe in detail the respondent's organizational plan for meeting the requirements in this request for proposals. It will include: (1) organization charts of proposed personnel at all levels of the organization. (2) Staffing information detailing the tasks to be performed and the number of staff hours estimated for each individual for each task.

Address your firm's overall philosophy on the subject of management. What consideration, if any, will be given to residents of the State of Arkansas?

All personnel employed by the Contractor will carry company or corporate identification while on University property. ID badges must be worn by all personnel, including managers, for ready identification while on duty.

4.8 Price Proposal (Cost Analysis)

The fees will include the services and requirements described in this request for proposals.

4.9 Independent Price Determination Certification Statement

A bid will not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other respondent or with competitor. In addition, the respondent is prohibited from making multiple bids in a different form; i.e., as a prime respondent and as a subcontractor to another prime respondent.

The Respondent must include a certified statement in the bid certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of this project until such time that a new contractor is selected.

4.10 Bid Price Certifying Statements and Bid Price

The total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. The Respondent must include a statement certifying that all services properly requested will be performed as required.

Fees for services not included in this request for proposals will not be the responsibility of the University.

SECTION 5 TERMS AND CONDITIONS

5.1 Legal Considerations

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the University regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Clark County, Arkansas.

5.2 Public Disclosure

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

[http://www.hsu.edu/uploadedFiles/Purchasing/Disclosure%20Form\(2\).pdf](http://www.hsu.edu/uploadedFiles/Purchasing/Disclosure%20Form(2).pdf)

5.3 Ethical Standards Law

The following sections of this request for proposal reference sections within the "Arkansas Ethics in Public Contracting Laws" found in Arkansas Code Annotated (ACA), Sections 19-11-701 et seq. Definitions used in this law can be found in Section 19-11-701 of the statutes.

5.4 Conflict of Interest

No official or employee of Henderson State University and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge:

- A. The employee or any member of the employee's immediate family has a financial interest;
- B. A business or organization has a financial interest in which business or organization the employee, or any member of the employee's immediate family has a financial interest; or
- C. Any other person, business, or organization with whom the employee, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity.
- D. Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

5.5 Warranty Against Broker's Fee

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

5.6 Offer of Gratuities or Kickbacks

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees, or bona fide established commercial selling agencies maintained by the contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Any contract arising from this procurement may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the respondent, his agent, or employee.

5.7 Employment of State Personnel

A. **Contemporaneous Employment Prohibited.** It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting with the State agency by which the employee is employed.

B. **Restrictions on Former Employees in Matters Connected with Their Former Duties.**

1. **Permanent Disqualification of Former Employee Personally Involved in a Particular Matter.** It shall be a breach of ethical standards for any former employee knowingly to act as a principal or as an agent for any one other than the State in connection with any:
 - a. Judicial or other proceeding, application, request for a ruling, or other determination;
 - b. Contract;
 - c. Claim; or
 - d. Charge or controversy in which the employee participating personally and substantially through decision, approval, disapproval, recommendation, rendering of service, investigation, or otherwise while an employee, where the State is a party or has a direct and substantial interest.

2. One (1) Year Representation Restriction Regarding Matters for Which a Former Employee was Officially Responsible. It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee's official responsibility in connection with any:
 - a. Judicial or other proceeding, application, request for a ruling, or other determination;
 - b. Contract;
 - c. Claim;
 - d. Charge or controversy, to knowingly act as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.

C. Disqualification of Partners

1. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
 - a. Judicial or other proceeding, application, request for a ruling, or other determination;
 - b. Contract;
 - c. Claim;
 - d. Charge or controversy, to knowingly act as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.
2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.

- D. Selling to State After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars (\$10,500), to engage in selling or attempting to sell commodities or services to the State for one (1) year following the date employment ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contacting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

5.8 Staffing

Managers. The Bookstore Manager and Department Managers assigned to the Bookstore by the Contractor must be hired by the Contractor. The person selected, by the Contractor, to manage the Bookstore is to have extensive experience in the management of Bookstores

serving a university community. This person must be knowledgeable of the Contractor's operational philosophy and procedures, must be a good communicator, a proved leader, and must exhibit the ability of deal effectively with university students, faculty and staff.

Manager Replacement. The University reserves the right to request replacement of the Bookstore Manager for good cause as determined by the University, or for actions considered not to be in the best interest of the University. Such action will be taken only after consultation with the Contractors administrators.

Students. Students may be hired by the Contractor but are not to be paid less than the minimum wage.

Employment Policies. Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law.

Adequacy. The Contractor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees.

Conformance. The Contractors employees are to strictly adhere to the rules, regulations and policies of the University. Failure to comply with such rules, regulations or policies will be grounds for immediate termination of the Contract, or other remedy available to the University under law or equity.

Henderson State University is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against and employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, job-unrelated handicap, or marital status.

5.9 Term of the Contract

The contract period begins July 1, 2010 and terminates on June 30, 2011. By mutual agreement, the University and the contractor may elect to extend the contract for a maximum of seven years, renewable in one or two year increments, or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the contract be extended to a period greater than seven years from the date the contract begins.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but does not obligate the state to continue the contact beyond the end of a biennial period.

5.10 Termination of Contract

The contract resulting from this request for proposal shall be subject to the following termination provisions. The contract may be terminated by the University:

- For default
- For convenience
- For unavailability of funds

5.11 Termination for Default

The University/State may terminate this contract in whole, or in part, when the University determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the University, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default".

In the event of termination for default, in full or in part as provided by this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the contractor shall be liable to the University for administrative costs incurred by the University in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those deliverables, which the contractor has delivered to the University. Payments for completed deliverables delivered to and approved by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

5.12 Termination for Convenience

The University may terminate performance of work under the contract in whole or in part whenever the University shall reasonably determine that such termination is in the best interest of the University.

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:

- A. At the contract price(s) for completed deliverables delivered to and accepted by the University;
- B. At a price mutually agreed by the contractor and the University for partially completed deliverables.

5.13 Termination for Unavailability of Funds

In the event that Federal and/or State funds for the contract become unavailable, the University shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds will be determined at the sole discretion of the University.

5.14 Procedure on Termination

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the
- Performance of work terminated by the Notice of Termination;
- Assign to the University in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the University (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the University has or may acquire an interest.

The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

5.15 Termination Claims

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The contractor and the University may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the University to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the University shall determine on the basis of information available, the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined.

The contractor shall have the right of appeal, as stated under Disputes, from any such determination made by the Contract Administrator.

5.16 Contractor

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the University. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the University.

5.17 Force Majeure

The contractor will not be liable for any excess cost to the University if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

5.18 Disputes

Any dispute concerning performance of the contract shall be decided by the University. The University's decision will be final subject to the contractor's right to administrative review pursuant to ACA, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with Henderson State University's direction.

5.19 Confidentiality of Information

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

5.20 Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of ACA, Sections 25-19-101 et seq.

The use or disclosure of information concerning recipients will be limited to purposes directly connected with the administration of the contract.

5.21 Inspection of Work Performed

The State of Arkansas, Henderson State University, or their authorized representatives shall, at all reasonable times, have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed.

The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

5.22 Subcontracts

The contractor is fully responsible for all work performed under the contract.

The contractor may, with the consent of the University, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontracts must be approved in writing by the Contract Administrator prior to the effective date of any subcontract.

No subcontract which the contractor entered into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.

The contractor shall give the Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

5.23 Indemnification

The contractor agrees to indemnify, defend, and save harmless the University, its officers, agents and employees from:

- Any claims or losses resulting from services rendered by any subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractor, its officers, employees, or subcontractors in the performance of the contract.
- Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

5.24 Assignment

The contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

5.25 Employment Practices

The contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination

because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection or training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above mentioned regulations.

The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

5.26 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

5.27 State Property

The contractor shall be responsible for the proper custody and care of any State owned property furnished for contractor's use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear expected.

5.28 Contract Variations

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the contractor shall be

relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

5.29 Attorney's Fees

In the event that either deems it necessary to take legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

5.30 Environmental Protection

The contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The contractor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

5.31 Liability

In the event of non-performance of contractual obligation by the contractor or his agents which results in the determination by Federal authorities of non-compliance with Federal regulations and standards, the contractor will be liable to the University in full for all penalties, sanctions and disallowance assessed against the University.

5.32 Records Retention

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

5.33 Access to Contractor's Records

In accordance with Federal regulation governing contracts in excess of \$10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Access will be given to any books, documents, papers or records of the contractor, which are directly pertinent to any services performed under the contract.

The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

5.34 Standard Terms & Conditions

1. General. Any special terms and conditions included in the Request for Proposals (RFP) override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal(s) are accepted by the Henderson State University hereafter referred to as The University.

2. Acceptance and Rejection. The University reserves the right to accept or reject all or any part of a proposal(s) or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the University and the State of Arkansas. This RFP does not in any way commit The University to contract for the commodities/services listed herein.
3. Bid Submission. Bids must be submitted to The University on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances and will be returned to bidder, unopened. SIGNATURE: Failure to sign the bid will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract. The signature must be in ink.
4. Prices. Quote FOB destination, inside delivery. In case of errors in extension, unit prices shall govern. Prices are firm, not subject to escalation unless otherwise specified in the RFP invitation. Unless otherwise specified, bid must be firm for acceptance for sixty (60) days from the RFP opening date. "Discount from list" bids are not acceptable unless requested in the RFP.
5. Quantities. The quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of The University.
6. Brand Name References. Any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive, and used to indicate the type and quality desired. Unless otherwise specified herein, bids on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and The University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this RFP invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to brand names, numbers, etc., as specified in this invitation.
7. Guaranty. All items bid shall be newly-manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. Samples. Samples or demonstrators, when requested, must be furnished free of expense to The University. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination. Samples should show bidder's name, address, bid and item number.

9. Testing Procedures for Specifications Compliance. Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. Amendments. The proposal cannot be altered or amended after the bid opening except as permitted by regulation.
11. Taxes and Trade Discounts. Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and net price should be shown in the bid.
12. Award: The University reserves the right to award items all or none or by line item whichever is determined to be in the best interest of the University or the State of Arkansas. Term Contracts. A Purchase Order will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award authorizes shipments on request by authorized point of contact with charges to be made against the original purchase order number for the term indicated on the purchase order. Firm Contracts. A Purchase Order will be mailed, or otherwise furnished, to the successful contractor within the time of acceptance specified by The University.
13. Length of Contract. The RFP will show the period of time the term contract will be in effect.
14. Delivery on Firm Contracts. The RFP will show the number of days to place a commodity in the University's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The University has the right to extend delivery if reasons appear valid. If the date is not acceptable, The University may buy elsewhere and any additional cost will be borne by the vendor.
15. Delivery Requirements. No substitutions or cancellations are permitted without written approval of Henderson State University. Delivery shall be made during work hours only, 8:00 a.m. to 4:45 p.m., Monday - Friday excluding legal holidays, unless prior approval for other delivery has been obtained from The University. Packing memoranda shall be enclosed with each shipment.
16. Storage. The University is responsible for storage if the contractor delivers within the time required and the University cannot accept delivery.
17. Default. All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet specifications authorize The University to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. Variation in Quantity. The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order.

19. Invoicing. The contractor shall be paid upon the completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing the purchase order number; (2) delivery and acceptance of the commodities; and (3) proper and legal processing of the invoice by The University. Invoices must be sent to "Invoice To" point shown on the purchase order.
20. Henderson State University Property. Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of The University, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to the FOB point properly identifying what is being returned.
21. Patents or Copyrights. The contractor agrees to indemnify and hold Henderson State University/State of Arkansas harmless from all claims, damages, and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. Assignment. Any contract entered into pursuant to this IFB/RFP is not assign-able nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. Other Remedies. In addition to the remedies outlined herein, the contractor and the University have the right to pursue any other remedy permitted by law or in equity.
24. Lack of Funds. The University may cancel this contract to the extent said funds are no longer legally available for expenditure. Any delivered but unpaid for goods will be returned in normal condition to the contractor. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, or, if the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim with the Arkansas Claims Commission.
25. Discrimination. In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, bidder agrees as follows: (a) bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. Contingent Fee. The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. Antitrust Assignment. As part of the consideration for entering into any contract pursuant to this RFP, the bidder named on the front of this IFB, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to

the University, all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. **Arkansas Technology Access Clause.** The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to The University that the technology provided to The University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodation under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

SECTION 6 PROCUREMENT

6.1 Rules of Procurement

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

6.2 Point of Contact

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should mail or fax all such correspondence to the Issuing Officer, as outlined in the Anticipated Procurement Timetable (Section 1.5).

6.3 Written Questions Concerning the Request for Proposals

Written questions must be submitted to the Issuing Officer. The closing date for receipt of questions will be March 18, 2010 at 1:30 p.m. local time. All questions must be marked "Questions" on the envelope or fax transmission. Each question should reference the paragraph number. The questions will be answered in written form and mailed or faxed to all organizations who received a copy of the Request for Proposal.

6.4 Request for Proposals Amendments

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals.

6.5 Cost of Preparing Proposals

Costs for preparing the proposals are solely the responsibility of the respondents. The State of Arkansas will provide no reimbursements for such costs. Any costs associated with any oral presentations to the University will be the responsibility of the respondent and may not be billed to the University.

6.6 Disposition of Proposals

All proposals become the public property of the State of Arkansas and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Purchasing Law. If the proposal includes material which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA, Sections 25-19-101 et seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

6.7 Proposal Amendments and Rules of Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University, signed by the respondent.

Unless requested by the University, the University will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

6.8 Acceptance of Proposals

The University reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the University.

Where the University may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

6.9 Evaluation of Proposals

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Any proposal that is incomplete may be rejected by the University. However the University may waive minor irregularities. the second phase will be based on evaluation of the Technical/Business proposal by an impartial committee appointed by the University. The third phase will be the opening of the cost proposal and reviewed by the evaluation committee.

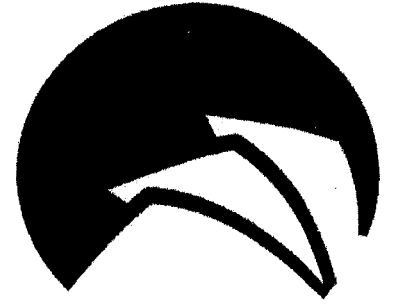
6.10 Award Notice

The notice of intended contract award will be sent to all respondents.

SECTION 7 RFP Response Checklist

Bidders are cautioned to exercise care in the preparation and submission of their proposals. The following items are particularly highlighted for response:

- ✓ Attendance at the pre-proposal conference and a tour of the facilities is required.
- ✓ Sealed competitive proposals are due at the Purchasing Office no later than the time, local time, and on the day specified for receipt of proposals.
- ✓ Any amendments to the RFP issued by the University must be acknowledged by returning addendum (s) with proposals.
- ✓ Clearly mark any proprietary material (may not include net cost information).
- ✓ Clearly identify Base Proposal and any voluntary alternates or options.
- ✓ Identify official representatives, sign and date proposal (clearly identify proposal and opening time/date on exterior of sealed proposal envelope).
- ✓ Discuss commitment of education and research.
- ✓ Provide references.
- ✓ Provide list of terminated contracts in the last three years and the reasons why terminated.
- ✓ Provide statement of non-competition.
- ✓ Provide audited financial statement and D & B rating.
- ✓ Provide a Transition Plan.
- ✓ Clearly state proposed operating policies.
- ✓ Provide automation plans.
- ✓ Indicate administrative organization and support structure.
- ✓ Describe training program.
- ✓ Describe proposed used book program.
- ✓ Describe cap & gown program.
- ✓ Provide an estimated pro-forma operating statement for the first year of operation.
- ✓ Provide financial proposal which should encompass an income guarantee and a commission payment on gross sales.



Barnes Book Association Corp.
COLLEGE BOOKSTORES

“OUR PRIMARY FOCUS IS CUSTOMER SERVICE”

A MANAGEMENT PROPOSAL PREPARED FOR:
HENDERSON STATE UNIVERSITY

RFP # 10-22

Barnes Book Association Corp.

COLLEGE BOOKSTORES

“OUR PRIMARY FOCUS IS CUSTOMER SERVICE”

**A MANAGEMENT PROPOSAL PREPARED FOR:
HENDERSON STATE UNIVERSITY**

RFP # 10-22

Technical/Business Proposal

Submitted to:

HENDERSON STATE UNIVERSITY

BOBBY JONES
VICE PRESIDENT FOR FINANCE
ADMINISTRATION
1100 Henderson Street
Arkadelphia, AR 71923
(870) 230-5117

Submitted by:

Rene Morgan
BBA CORP.
12123 KANIS
LITTLE ROCK, AR 72211
(501) 217-4960

Rene Morgan 3/29/10
Signature and Date

TABLE OF CONTENTS

PAGE 2	TECHNICAL/BUSINESS PROPOSAL
PAGE 3-4	TABLE OF CONTENTS
PAGE 5	TRANSMITTAL LETTER
PAGE 6	EXECUTIVE SUMMARY
PAGE 7	INTRODUCING BBA CORP. COLLEGE STORES
ATTACHED	BBA FINANCIALS (PROPRIETARY)
PAGE 8	COMMITMENT TO EDUCATION
PAGE 9	BID WARRANTY/NON-COMPETE (PROPRIETARY)
PAGE 10	EQUAL OPPORTUNITY EMPLOYER
PAGE 11:	BBA CORPORATION GUIDELINE
PAGE 12-13:	PERSONNEL (PROPRIETARY)
ATTACHED	RESUME(S) (PROPRIETARY)
PAGE 14	ORGANIZATIONAL CHART
PAGE 15:	CONTRACTS AND CLIENTS/PAST CONTRACTS
PAGE 16:	BOOKSTORE RESOURCES/SERVICES (PROPRIETARY)
PAGE 17:	MARKETING PLANS
PAGE 18:	TEXTBOOK PLANS/USED BOOKS
PAGE 19:	PRICING PLANS/BOOK BUYBACK POLICY (PROPRIETARY)
PAGE 20:	REFUNDS/EXCHANGE POLICIES
PAGE 21:	TRANSITION PLAN/AUTOMATION PLAN
PAGE 22	ADDITIONAL AGREEMENTS

PAGE 23: PAYMENT POLICIES

PAGE 24: SECURITY POLICIES

PAGE 25: CAMPUS LIFE

PAGE 26-27 TERMS AND CONDITIONS (PROPRIETARY)

PAGE 28-29 PARTIAL LIST OF SCHOOLS SERVED

ATTACHED ATTENTION BIDDERS

ATTACHED ACT 157 OF 2007 FORM

ATTACHED CONTRACT AND GRANT DISCLOSURE AND
CERTIFICATION FORM

ATTACHED ADDENDUM 1 & 2

PAGE 30 PRICE PROPOSAL (PROPRIETARY)

PAGE 31: FINANCIAL DIMENSIONS (PROPRIETARY)

ATTACHED BBA CORPORATION PRO FORMA (PROPRIETARY)

ATTACHED SALES COMMISSION EXAMPLE (PROPRIETARY)

PAGE 32 INDEPENDENT PRICE DETERMINATION
CERTIFICATION STATEMENT

PAGE 33 BID PRICE CERTIFYING STATEMENT

PAGE 34: BANK AND BUSINESS REFERENCE (PROPRIETARY)

ATTACHED REFERENCE LETTER(S) (PROPRIETARY)

PAGE 35: CLOSING STATEMENT

PAGE 36: OFFICIAL SIGNATURE DOCUMENT

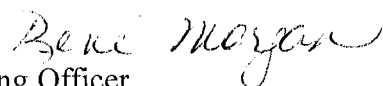
PAGE 37: ACCEPTANCE LETTER

March 29, 2010

Bobby Jones
Vice-President for Finance and Administration
1100 Henderson Street Box 7804
Arkadelphia AR 71999-0001

Dear Mr. Jones,

We are submitting to you our business proposal for the operation of Henderson State University bookstore, due March 31, 2010. The proposal will include not only our plan of operation for the store but also the price proposal that you requested. The proposal contains personnel and transition plans, bookstore resources and services, daily policy and procedures, terms and conditions of operation, etc. as well as the proposed payment plan to Henderson State University. Please feel free to contact Rene Morgan at 501-217-4960 or 501-620-6070 with any questions or concerns that you might have.

Sincerely,
Rene Morgan 
Chief Operating Officer

EXECUTIVE SUMMARY

We take pride in our ability to make available, to the students, current textbooks at a lower price. We are able to acquire these textbooks by working year-round preparing for the following semester. By eliminating long lines and having expedited service, customer satisfaction is achieved. We will work with each student on an individual basis so that his or her needs are met. Our buyback policy is one of the best in the textbook industry since we buy back book year-round. This allows the students more flexibility as to when they sell their text. Not only do we work year-round on getting used textbooks for the students, but we also extend our hours of operation during sale and buyback to make it more convenient for the students. We will work to achieve a good rapport with the professors and staff of Henderson State University as we have at all of our other colleges and universities.

INTRODUCING BBA CORP. COLLEGE STORES

Thank you for the opportunity to present the BBA Corp. proposal for the management of the Henderson State University Bookstore.

We appreciate this opportunity to demonstrate how our experience in the college textbook industry and our highly trained staff can provide you with excellent service. BBA Corp. will strive to provide this high level of service to the students and faculty of Henderson State University, while also increasing your bookstore revenue.

BBA Corp. has solid roots in the state of Arkansas. BBA Corp. is proud to be founded and owned by Arkansans. We started with a single location in Arkadelphia, AR in 1996. Since that time, with entrepreneurial drive and creativity, we have established one of the fastest growing textbook companies in the country. Now serving over fifty campuses, we know how to operate a successful and profitable operation, and we do so daily. All owners within the group actually operate bookstores on a daily basis, which keeps us involved in the decision making process, and allows us to understand each market and the intricacies involved.

Our resources have been primarily focused on running successful off-campus operations. This has taught us how to compete in any marketplace. For this reason, we are positive our organization is the perfect fit for the HSU operation. We want to assure the Administration and the Board of Trustees, that we will do whatever it takes to make HSU the absolute best campus in our community and state.

College textbook store operations is our only business, therefore we understand the academic community's needs and are able to easily adapt to that need. Each bookstore is unique, designed and managed to meet the specific needs of each academic institution and community it serves. We view ourselves as team players on each campus we serve, working with students and faculty to meet their needs in a positive manner.

The trademark of BBA Corp. bookstores include:

- Full-Service approach in all of our stores
- A clean, organized and inviting environment
- Friendly, courteous and knowledgeable staff
- All required textbooks readily available throughout the year
- Access to more used textbooks than any other bookstore company
- Inventory control systems that improve productivity while ensuring that books and merchandise are always available

The growth of our company lies in our people. Each staff member participates in a rigorous, comprehensive training program and is dedicated to the company motto: "Customer First".

We are confident that our staff and customer service, combined with our approach to managing campus bookstores, will provide Henderson State University with an exceptional bookstore.

Thank you for the opportunity to submit this proposal.

1:13 PM

04/14/09

Accrual Basis

BBA Corporation
Combined Income Statement
For the Year Ended December 31, 2008

	Jan - Dec 08	% of Income
Ordinary Income/Expense		
Income		
401 · Sales		
4001 · Daily Sales	1,703,569.53	34.2%
4002 · Held Checks	151,634.57	3.0%
4003 · Buyers Guides	104,400.00	2.1%
4004 · Rehab	482.13	0.0%
Total 401 · Sales	1,960,086.23	39.3%
402 · Sales-Internet	3,025,673.40	60.7%
Total Income	4,985,759.63	100.0%
Cost of Goods Sold		
501 · Cost of Goods Sold	1,293,945.27	26.0%
502 · Cash for Books	341,065.00	6.8%
520 · Book Buyers Cash	329,825.95	6.6%
525 · Book Buy Labor	188,927.89	3.8%
551 · Shipping Expenses	569,023.61	11.4%
Total COGS	2,722,787.72	54.6%
Gross Profit	2,262,971.91	45.4%
Expense		
603 · Advertising & Promotion	6,675.63	0.1%
605 · Amortization Expense	6,000.00	0.1%
609 · Auto Expense	17,254.46	0.3%
613 · Bank Charges	8,442.25	0.2%
620 · Business Meals	8,078.26	0.2%
633 · Computer Expense	24,331.79	0.5%
635 · Commissions	66,190.70	1.3%
640 · Contract Labor	32,855.61	0.7%
641 · Credit Card Merchant Fees	17,379.15	0.3%
647 · Depreciation	36,074.91	0.7%
653 · Dues & Subscriptions	2,746.61	0.1%
655 · Fees & License	816.50	0.0%
657 · Finance Charges	15.00	0.0%
660 · Gifts	4,050.53	0.1%
679 · Insurance		
679.1 · Insurance-General	13,002.00	0.3%
681 · Insurance Health - Officer	5,749.92	0.1%
683 · Insurance-Workman's comp	21,376.43	0.4%
Total 679 · Insurance	40,128.35	0.8%
689 · Legal & Accounting Expense	5,550.00	0.1%
697 · Maintenance & Repairs	4,473.12	0.1%
710 · Moving Expenses	1,073.49	0.0%
713 · Store Supplies	18,233.06	0.4%
745 · Rent		
745.1 · Rent-Bookstore	14,000.00	0.3%
746 · Rent-Warehouse	67,680.00	1.4%
Total 745 · Rent	81,680.00	1.6%
750 · Salaries		
750.1 · Reddie or Not	80,293.29	1.6%
753 · Pine Bluff	157,554.06	3.2%
754 · Firstclassbooks	342,476.81	6.9%
Total 750 · Salaries	580,324.16	11.6%
752 · Salaries Officer	45,000.00	0.9%
758 · Security Expense	1,306.11	0.0%
765 · Taxes		
765.1 · Taxes-General	5,169.57	0.1%
767 · Taxes-Payroll		
767.1 · Fica/MC	63,959.81	1.3%
767.2 · Futa Expense	1,906.43	0.0%
767.3 · Suta Expense	7,340.88	0.1%

*For Management Purposes Only

BBA Corporation
Combined Income Statement
 For the Year Ended December 31, 2008

	Jan - Dec 08	% of Income
Total 767 · Taxes-Payroll	73,207.12	1.5%
Total 765 · Taxes	78,376.69	1.6%
770 · Telephone	24,698.08	0.5%
775 · Travel	6,211.51	0.1%
785 · Utilities	14,939.53	0.3%
Total Expense	1,132,905.50	22.7%
Net Ordinary Income	1,130,066.41	22.7%
Other Income/Expense		
Other Income		
486 · Dividend Income	13,412.13	0.3%
490 · Miscellaneous Income	6,762.12	0.1%
491 · Employee Management Fee Income	80,805.81	1.6%
902 · Gain/Loss on Sale of Assets	-5,123.71	-0.1%
Total Other Income	95,856.35	1.9%
Other Expense		
751 · Managers Bonus	95,350.14	1.9%
756 · Managers Prepaid Bonus	210,192.18	4.2%
Total Other Expense	305,542.32	6.1%
Net Other Income	-209,685.97	-4.2%
Net Income	920,380.44	18.5%

04/14/09
 Accrual Basis

BBA Corporation
Balance Sheet
 December 31, 2008

	Dec 31, 08
ASSETS	
Current Assets	
Checking/Savings	
101 · Petty Cash	
101.1 · Petty Cash-Textstyles	348.40
101.2 · Petty Cash-Reddie or Not	2,429.54
Total 101 · Petty Cash	2,777.94
103 · BOA-Payroll	1,531.21
105.1 · Regions Acct-Reddie or Not	9,492.56
106 · BOA Reddie or Not	47,148.34
109 · BOA-Firstclassbooks	83,199.40
109.1 · BOA-FCB Buyback	3,547.31
111 · BOA-Textstyles	164,292.71
Total Checking/Savings	311,989.47
Other Current Assets	
102 · N/R Internet Accts	
102.1 · Amazon Canada	18,087.30
102.2 · Amazon UK	85,791.00
102.3 · Paypal	8,636.02
Total 102 · N/R Internet Accts	112,514.32
114 · Inventory	
114.1 · Inventory-RON	160,092.90
114.2 · Inventory FCB	
114.4 · Inventory-Books	249,187.19
114.5 · Inventory-Shipping supplies FCB	10,360.00
Total 114.2 · Inventory FCB	259,547.19
114.3 · Inventory-Textstyles	82,657.68
Total 114 · Inventory	502,297.77
115 · Employee Advances	141.83
118 · Note Receiv. - Firstclassbooks	
113 · N/R Book Buyers Cash	31,865.00
118.1 · N/R Gainesville-U of FL	10,660.27
118.12 · N/R Gorilla	24,106.50
118.13 · N/R Pulaski Tech	4,330.38
118.15 · N/R Philander Smith	797.79
118.17 · N/R Dennis Johnson	117.22
118.18 · N/R POS Technology Company	17,954.95
118.19 · N/R NWAC	316.90
118.2 · N/R TextXpress	70,436.13
118.20 · N/R TBB of OK-OCCC	972.30
118.21 · N/R MorBarn SC Corp-Greenville	103,369.38
118.22 · N/R CBSTX Enterprises-Denton	50,542.68
118.23 · N/R San Jac	68,963.72
118.24 · N/R BBA Texas Enterp-TCCC	6,234.01
118.26 · N/R CBSKY Inc	50,073.26
118.27 · N/R PJC	1,150.29
118.28 · N/R Gallatin	1,533.04
118.3 · N/R Pirate Books	100,917.16
118.30 · N/R BJJ Corp-U of H	11,875.71
118.31 · N/R BJJ Bowling Green	650.75
118.32 · N/R Macomb IL	132,295.19
118.33 · N/R TBB Memphis	42,438.15
118.34 · N/R TBB of OK-Tyler TX	803.40
118.35 · N/R Rebel VA-Richmond VA	2,605.51
118.36 · N/R-TBB-Jonesboro	394.20
118.37 · N/R TBB Lawton	430.34
118.38 · N/R Batchbarn	218.40
118.39 · N/R VA Beach	31.94
118.4 · N/R Murfreesboro	10,522.63
118.42 · N/R Five Star Stables	249.06
118.44 · N/R Texas Secretary of State	771.28
118.46 · N/R Cleveland MS-Delta Textbook	395.00

*For Management Purposes Only

BBA Corporation
Balance Sheet
December 31, 2008

04/14/09
Accrual Basis

	Dec 31, 08
118.47 · N/R Firstclassbooks INC	209,855.94
118.5 · N/R-UALR	4,874.41
118.6 · N/R-Pensacola	1,246.87
118.7 · N/R Reddie or Not Bookstop	160,306.52
118.8 · N/R Textstyles	143,948.56
133 · N/R TBB-Loan	5,947.09
135 · N/R BBB Gainesville-Loan	2,890.64
136 · N/R Campus Fayetteville-Loan	57,151.84
137 · N/R BJJ-Loan	2,627.02
142 · N/R Tahlequah	25,133.57
143 · N/R Rebel	3,213.27
144 · N/R Broncho	4,221.31
146 · N/R AKCC LLC	9,263.55
148 · N/R Textbook Wheel	3,165.81
182 · N/R KCC Investments	178.08
183 · N/R BWWB-Ft Smith	10,927.76
Total 118 · Note Receiv. - Firstclassbooks	1,392,974.78
121 · Notes Receivable - Textstyles	
121.1 · N/R - Firstclassbooks	25,364.12
121.4 · N/R Third Party Billings	28,571.30
121.6 · N/R TextXpress	124.20
121.8 · N/R Denton TX	1,337.20
Total 121 · Notes Receivable - Textstyles	55,396.82
123 · N/R Reddie or Not	
123.1 · N/R Firstclassbooks	394,114.18
123.10 · N/R Cleveland MS	1,942.25
123.13 · N/R Firstclassbooks INC	576.13
123.2 · N/R Textstyles-sales tax	507.00
123.3 · N/R Textstyles	1,918.88
123.7 · N/R Sarge's Bookstore	83,884.00
123.9 · N/R TBB Memphis	74,453.14
Total 123 · N/R Reddie or Not	557,395.58
124 · A/R Leased EE	
125 · Leased EE-Textbook Brokers	571.39
127 · Leased EE-Campus Bookstore	116.25
128 · Leased EE-BJJ Corp	144.88
129 · Leased EE-Pulaski Tech	59.27
130 · Leased EE-Rebel Bookstore	15,346.83
131 · Leased EE-Murfreesboro	444.82
138 · Leased EE-College	356.92
139 · Leased EE-Gorilla	170.10
141 · Leased EE-Broncho Books	408.72
149 · Leased EE-Xpresstext	83.54
160 · Leased EE-Pirate Textbooks	570.06
161 · Leased EE-Ft Smith	10,635.75
162 · Leased EE-Pensacola	2.51
163 · Leased EE-UALR	338.61
166 · Leased EE-San Jac	30.48
167 · Leased EE-OCCC	109.06
168 · Leased EE-NWAC	4,498.53
171 · Leased EE-PJC	1,798.64
172 · Leased EE-Gallatin	100.19
173 · Leased EE-Denton	6,346.23
176 · Leased EE-Greenville	65.39
177 · Leased EE-Bowling Green	151.97
178 · Leased EE-Lawton	842.29
179 · Leased EE-Richmond	4,908.88
179.1 · Leased EE-TCCC	5.53
179.2 · Leased EE-Tyler TX	29.32
184 · Leased EE-Houston	69.98
185 · Leased EE-Jonesboro	171.12
186 · Leased EE-Macomb	6,035.24
187 · Leased EE - Memphis	15,142.87
188 · Leased EE-VA Pirate	69.20

04/14/09
 Accrual Basis

BBA Corporation
Balance Sheet
 December 31, 2008

	Dec 31, 08
189 · Leased EE-Rebel VA	64.58
Total 124 · A/R Leased EE	69,689.15
144.1 · Prepaid Publish/Wholslrs	2,974.47
Total Other Current Assets	2,693,384.72
Total Current Assets	3,005,374.19
Fixed Assets	
150 · Furniture & Fixtures	
150.1 · Furniture & Fix-Reddle or Not	3,991.09
150.2 · Furniture & Fixtures-Textstyles	17,003.19
150.3 · Furniture & Fix-Firstclassbooks	44,564.05
Total 150 · Furniture & Fixtures	65,558.33
152 · Store Equipment	
152.1 · Store Equipment-Reddle or Not	11,058.85
152.2 · Store Equipment-Textstyles	4,634.99
152.3 · Store Equipment-Firstclassbooks	32,288.74
Total 152 · Store Equipment	47,982.58
153 · Vehicles	
153.1 · Vehicles-Reddle or Not	51,613.41
153.2 · Vehicles-Textstyles	29,216.75
153.3 · Vehicles-FCB	84,976.65
Total 153 · Vehicles	165,806.81
156 · Improvements	
156.1 · Building Improvements-FCB	11,200.00
Total 156 · Improvements	11,200.00
174 · Less Accumulated Depreciation	-175,525.90
Total Fixed Assets	115,021.82
Other Assets	
175 · Software	
175.2 · Software-Textstyles	9,000.00
175.3 · Software-RON	9,000.00
Total 175 · Software	18,000.00
180 · Less Accumulated Amortization	-10,250.00
Total Other Assets	7,750.00
TOTAL ASSETS	3,128,146.01
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
213 · Payroll Liabilities	
218 · Accrued SUI Tax-FL	1.83
218.1 · Accrued SUI Tax-AR	1,836.52
218.11 · Accrued SUI Tax-IL	760.11
218.12 · Accrued SUI Tax-VA	147.28
218.2 · Accrued SUI Tax-KS	125.63
218.3 · Accrued SUI Tax-MS	47.67
218.4 · Accrued SUI Tax-OK	695.04
218.5 · Accrued SUI Tax-TN	712.45
218.6 · Accrued SUI Tax-TX	32.52
218.7 · Accrued SUI Tax - NC	491.99
218.8 · Accrued SUI Tax-SC	52.93
218.9 · Accrued SUI Tax-KY	150.35
219 · Accrued Futa	1,340.62
219.51 · City WH Pay-Bowling Green, KY	305.01
219.52 · City WH-Richmond KY	213.53
Total 213 · Payroll Liabilities	6,913.48

*For Management Purposes Only

BBA Corporation
Balance Sheet
 December 31, 2008

	<u>Dec 31, 08</u>
220 · Sales Tax Payable	932.00
221 · Credit Card Payable-FCB	
221.4 · CC Payable-AMEX	15,717.08
221.5 · CC - Bank of America	9,367.15
Total 221 · Credit Card Payable-FCB	25,084.23
222 · Credit Card Payable-Textstyles	
222.3 · Bank of America Credit Card	8,794.38
Total 222 · Credit Card Payable-Textstyles	8,794.38
225 · CC Payable-Reddie or Not	
225.3 · Bank of America Credit Card	5,886.38
Total 225 · CC Payable-Reddie or Not	5,886.38
231 · Notes Payable - Textstyles	
231.1 · N/P Reddie or Not-Sales tax	507.00
231.3 · N/P Firstclassbooks	143,948.56
231.5 · N/P Reddie or Not	1,918.88
Total 231 · Notes Payable - Textstyles	146,374.44
232 · Notes Payable Firstclassbooks	
232.1 · N/P Reddie or Not	394,114.18
232.10 · N/P BWWB	16,782.59
232.11 · N/P Rebel	2,696.47
232.12 · N/P TBB Conway	5,677.53
232.13 · N/P U of F	133,300.00
232.15 · N/P BJJ Russellville	11,536.91
232.18 · N/P TBW	293,938.10
232.19 · N/P San Jac	5,036.83
232.2 · N/P Textstyles	25,364.12
232.20 · N/P TBB-Greenville SC	1,447.33
232.22 · N/P CBSTX-Denton	3,693.12
232.23 · N/P Indaba	8,262.85
232.24 · N/P Lawton	6,263.29
232.25 · N/P Firstclassbooks INC	21,739.00
232.26 · N/P Lovett & Co	5,000.00
232.3 · N/P Gorilla	21,974.60
232.4 · N/P Pirate	36,938.65
232.5 · N/P Pensacola	12,390.67
232.6 · N/P TextXpress	26,181.00
232.8 · N/P UALR	209,727.43
232.9 · N/P Philander Smith	379.95
245 · N/P Campus Bookstore	101.81
Total 232 · Notes Payable Firstclassbooks	1,242,546.43
234 · Notes Payable-Reddie or Not	
234.1 · N/P Firstclassbooks	160,306.52
234.2 · N/P James & Terry Barnes	14,000.00
Total 234 · Notes Payable-Reddie or Not	174,306.52
Total Other Current Liabilities	1,610,837.86
Total Current Liabilities	1,610,837.86
Total Liabilities	1,610,837.86
Equity	
301 · Capital Stock	816.73
307 · Accumulated Adjustments	1,102,769.79
319 · Disributions-James Barnes	-253,329.41
322 · Distributions-Terry Barnes	-253,329.40
Net Income	920,380.44
Total Equity	1,517,308.15
TOTAL LIABILITIES & EQUITY	3,128,146.01

COMMITMENT TO EDUCATION

BBA Corporation has been committed to excellence for the past thirteen years. We define excellence by our commitment to customer service. We understand that college is an expense, which can become a burden, to both students and their parents. We feel that by keeping the cost low on textbooks that more students will be able to better afford to continue their education.

We like to have our stores provide textbook scholarships to deserving students that the head of various departments recommend. Each of our stores sales are kept locally and we like to utilize local venues and shops whenever possible so that the revenue is largely retained by the community that we reside in.

Over the years BBA Corporation has worked with various companies to donate books that are intended for Africa and other developing countries.

BBA Corporation is also a member of NACS, the National Association of College Stores, as well as Used Textbook Association who advocate not only for college stores but also the student to help pass vital legislation to keep costs low for everyone.

The owner of BBA Corporation, James Barnes, is an alum of Henderson State University. Mr. Barnes has been committed to the student body of Henderson State University by not only opening our pilot store, Reddie or Not Bookstop, helping to reduce textbook cost to the students but also playing in various charity golf tournaments and sponsoring student scholarships, and contributing to the annual fund.

As we grow more and more each year we do our best to contribute to the communities and universities in our more than fifty locations around the United States. We have also been active in national and state legislation advocating for the cost of textbooks to the students.

BID WARRANTY

Bid Warranty in the form of a cashier's check certified payable to Henderson State University in the amount of \$50,000.00. The bid warranty shall be returned to the successful respondent upon execution of a legal contract and submittal of performance bond.

NON-COMPETE

In order to prevent a conflict of interest between BBA Corporation dba Reddie or Not Bookstop and the Reddie Bookstore, we have a minimum dollar guarantee to Henderson State University. As enrollment increases our guarantee increases accordingly.

EQUAL OPPORTUNITY EMPLOYER

It is the policy of BBA Corp. to employ people who are capable of learning and performing the tasks required to keep our company operating safely and efficiently. It is also our policy to provide equal opportunity to all persons and to administer policies regarding hiring, promotions, benefits, compensation, and transfers without discrimination based upon race, color, creed, religion, sex, national origin, age, disability, sexual orientation, or veteran status.

BBA CORP. GUIDELINES

1. Our primary focus is customer service.
2. We are committed to having textbooks ready for each semester, with a plentiful supply.
3. By increasing the used-to-new book ratio, we are able to pass the savings on to the students.
4. We consider ourselves partners with the institution, and will respect the image that will be displayed on their behalf.
5. We also buy back books on a daily basis, eliminating the frustrations that students have when holding on to their textbooks while the value decreases.
6. We use a full-service bookstore approach, in that we will gather all of the required textbooks for the students, making optional books available upon customer request. Our goal is to expedite the selling process by eliminating long lines and by allowing the students to reserve their textbooks prior to the semester.
7. We have an excellent return policy.
8. We will maintain all soft goods that are available to Henderson State University. We will work with you, the institution, to provide any merchandise that is requested and will help in any way we can to support campus life. Unlike larger organizations, BBA Corp. has the ability to customize University apparel to local demand.

PERSONNEL

BBA Corp. has high standards of customer service. We use this high standard as a mark in employing the right individuals for daily campus store operations. We will always attempt to keep existing employees in their current environment. However, the bottom line dictates that redundant jobs must be eliminated, combining certain tasks to streamline operational understanding and ordering procedures.

BBA Corp.'s trademark quality is our "Full Service Approach". This means, our staff plays an integral part in fulfilling each student's request. One of our friendly staff members greets each customer as they enter the store. We expeditiously locate the faculty recommended textbooks and supplies and fill each student's order per the individual schedule.

Management is trained with a minimum of one-year experience within one of BBA Corp.'s bookstores prior to being given the responsibility of a bookstore. Part-time employees are hired thirty days prior to sale or buyback in order to have hands-on training. Our company retains the same seasonal employees whenever possible; this increases employee knowledge and encourages a personal rapport with students. BBA Corp. will determine personnel needs once the contract is issue. In all employment positions we will try to use students or residents of the community. BBA Corp. prides itself on its staff's experience, integrity, and customer service skills.

Our staffing recommendation for the "Reddie Bookstore" is as follows:

Operational Manager – This individual will answer directly to company ownership and HSU administration. The Operational Manager must have completed training through BBA Corp. and be skilled in the many areas needed to run a successful campus store. The primary focus for this individual is training the On-Site Manager in the proper way to accomplish tasks including ordering textbooks, textbook adoption issues, computer and technical issues, answering student concerns, etc. The Operational Manager is to be a "district" manager of sorts, floating between both our on and off-campus bookstore sites, making sure we are meeting customer needs at both locations. Hours vary for this individual; however, the majority of time will be spent at our on-campus bookstore site. Salary range is commensurate on textbook knowledge and proven profitability at former managed locations.

On-Site Store Manager – This individual is responsible for all day to day business activity performed at the campus store site. Other job duties include, but are not limited to: opening and closing duties, marketing plan implementation, contacting faculty and staff for certain information (including adoption information), ordering needed textbooks and supplies, daily accounting, interacting with and pulling books for students when needed, etc. We will expect this individual to take ownership of the store while on duty, taking responsibility to further the mission of Henderson State University and the campus store. Normal hours would include 8:00 – 4:00 M-F. These hours would be extended during our rush periods of sale and buyback. Salary Range is also commensurate to retail experience and bookstore knowledge. Typical pay range is 35K-45K, with possible benefits.

Assistant Store Manager/Cashier– this individual is also responsible for the daily activities throughout the store. This position is to help alleviate some of the tasks associated with the On Site Store Manager position, and will be given duties based on need. Some of the daily duties include, but are not limited to: shared opening and closing duties, assisting in ordering inventory, shipping and receiving, restocking inventory, cashier duties, etc. Normal hours of operation would include 8:00 – 4:00 M-F. These hours would be extended during our rush periods of sale and buyback. Typical pay range is 19K – 26K, with possible benefits.

Part-time employees/seasonal help/student employees – BBA Corp. has a need to hire a number of part time employees throughout the year. These employees/student workers will assist us in implementing our full-service approach on the HSU campus. Based on previous experience, we are able to rehire many of the same students (in good academic standing) each term. The primary focus for these part time employees would be to provide excellent customer service while minimizing customer checkout wait time. BBA Corp. has retained many valuable student employees that have chosen to advance and manage successful operations for our organization at other universities.

BBA Corp. will certainly give higher consideration to current store staff, with the possibility of hiring them on a probation period. Once selected, we are excited to interview the current staff to see how they will fit into our organization and help us provide student solutions.

Since BBA Corp. is an Arkansas based company, many of the partners are literally minutes away from the HSU campus and are willing to answer questions and take care of any issues, over the contractual period, if the need were to arise.

A partial list of qualified individuals within BBA Corp. that will work to insure smooth operations are below. Here is a brief description of their work experience:

James V. Barnes: Little Rock, AR - President and Founder of BBA (Barnes Book Association) Corp. Mr. Barnes is highly knowledgeable in all facets of the bookstore industry. He has been in the textbook business since 1996. He works with many of the stores daily in our network, to insure business and individual success.

C. Rene Morgan: Little Rock, AR – Chief Operating Officer and Co-Owner of several locations Mrs. Morgan has been in the bookstore operations business since 1998. She is well versed in all operations and is always willing to help any of our team members to find a solution that best meets student needs. She is actively involved in our on-campus operation at Southeast Arkansas College.

Stephanie R. Ward: Arkadelphia, AR – Operations Specialist Mrs. Ward has worked in all aspects of the textbook industry since 2002, managing our store in Arkadelphia, AR, Reddie or Not Bookstop.

Rechelle N. Wright: Arkadelphia, AR – Customer Service Mrs. Wright has worked in the customer service aspect of the textbook industry since January 2005.

Stephanie R. Ward

501-865-2912

650 Seminole Road, Bismarck, Arkansas 71929

Education

Henderson State University 2002-2006

Bachelors of Business Administration, Management

Experience

BBA Corp.

Sales Associate

August 2002 – May 2006

- Customer service
- Inventory Management
- Order fulfillment

BBA Corp.

Store Manager

May 2006 - present

- Ordering and receiving inventory
- Entering textbook adoptions
- Opening and closing duties
- Returns of textbooks
- Ordering of soft goods
- Shipping and receiving

Skills

- Interacting with customers on a personal level providing excellent customer service
- Inventory management
- Employee management
- Handling large sums of money
- Point of Sale system
- Extensive computer skills, including Microsoft Office
- Proficient typing skills

References

- Available upon request

Rechelle Wright

Experience

January 2005-Present

BBA CORP

Little Rock, AR

Customer Service/Inventory Control

- Inventory Management
- Order Fulfillment
- Ordering and receiving inventory
- Interacting with customers
- Extensive computer skills
- Proficient typing skills

2002-January 2005

Pizza Shack

Bismarck, AR

Waitress

Education

2003-Present

Henderson State University

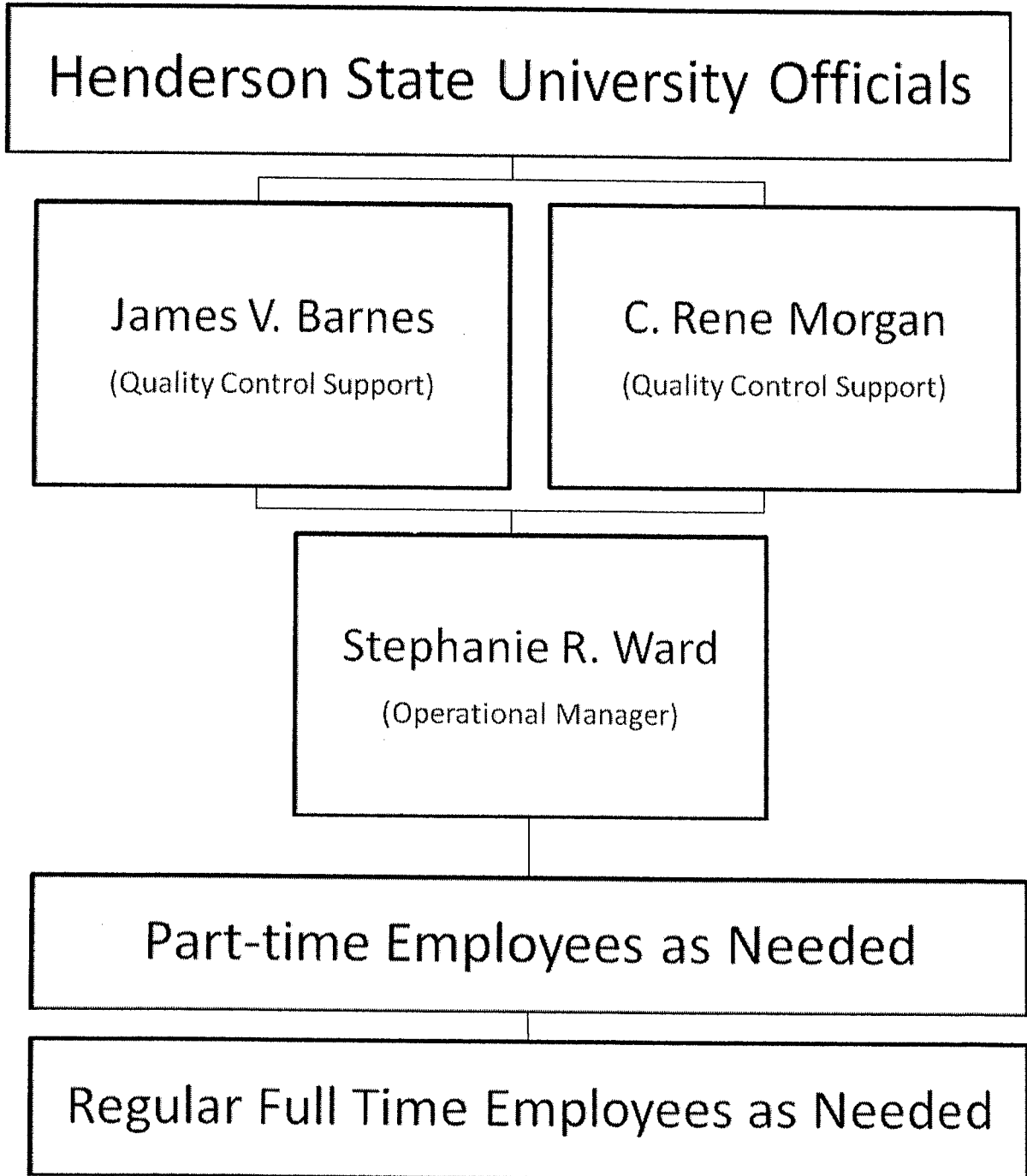
Arkadelphia, AR

1999-2003

Bismarck High School

Bismarck, AR

**ORGANIZATIONAL CHART
FOR
HENDERSON STATE UNIVERSITY**



CONTRACT/CLIENTS ON CAMPUS

Southeast Arkansas College

1900 Hazel Street
Pine Bluff, AR 71603
Dr. Phillip Shirley
President
870-543-5900

Philander Smith College

One Trudie Kibbe Reed Dr.
Little Rock, AR 72202
Veda Maxwell
Purchasing Agent
501 375-9845

Arkansas Baptist College

1621 Dr. Martin Luther King Drive
Little Rock, Arkansas 72202
Dr. Johnny D. Jones
Vice President/Chief Academic Officer
501-370-4000

Baptist Health Schools of Little Rock

11900 Colonel Glenn Rd
Little Rock AR 72210-2820
Dr. Gordan Ward
Dean of Administration
501-202-7746

PAST CONTRACTS

BBA Corporation has retained all contracts.

BOOKSTORE RESOURCES/ SERVICE

- Campus bookstores play a large part in a student's college experience. We take pride in making that experience a positive one. We look forward to each semester with the students!
- **Customer service**
 - BBA Corp. operates campus bookstores in a competitive environment with other college textbook stores. We believe by getting the students the best price with expedient service that we will be serving the students at the highest level.
 - We know the cost of textbooks is a primary concern for students. BBA Corp. works with each student in regard to financial aid, Pell-grants, loans, and rehabilitation. We develop a system to accommodate individual needs. We have worked with Work Force, Good Faith Fund, Arkansas Prisons, hospitals, Student Support Services, Arkansas Rehabilitation, etc. We will make arrangements with any program that is offered that will provide students the opportunity to receive an education.
- **Commitment to providing the books you need, when you need them**
 - BBA Corp. will work with the faculty and staff to obtain all required text in order to be the most cost effective to the student. An example would be when a professor requires a package for a course. We then would contact the professor to let them know that we can provide the same text that was requested in the bundle, at a used price. While we go to great lengths to provide the lowest cost option possible, we will never take it upon ourselves to order a book without the professor's approval.
- **Meeting student's concerns**
 - One of the benefits of being an independent bookstore is we have access to many wholesale companies. By having these wholesalers readily available, we can substantially increase our used-to-new book ratio and provide the students with significant savings.
 - Our buyback service lets students know we care about their interests and value their business. Our buyback program is one of the most generous in the business. We buy back year-round, not just at the end of the semester.
- **Faculty discount**
 - We will offer faculty and staff a ten-percent discount on all used textbooks.
 - We will offer faculty and staff a ten percent discount on all University apparel.
- **Technology**
 - BBA Corporation has developed our own point-of-sale system. The point-of-sale system that BBA Corp. developed allows us to view multiple wholesale guides allowing us to pay top dollar on books. This feature is a significant part of a successful buyback for the students.

MARKETING PLANS

We see the marketability factor for exciting products that many students will want to take advantage of and, at the same time, show their school pride!

BBA Corp. wants the campus store to be much more than just a place to buy your textbooks. We want to be a partner with our customer, always offering value and cutting edge communication.

While we can always use traditional media such as television, radio, billboards, etc., we find today's tech-savvy student consumer to be much more accepting of non-traditional, secondary media methods such as Myspace, Facebook, and other web-based means of communication.

We want to implement a "Customer Loyalty" program on the HSU campus. Students can submit their email address to the campus store and we will then notify them when we have textbook or in-store specials on university apparel, etc. This method of contact could be used for a number of ideas to market the store properly.

BBA Corp. is committed to creating a positive community atmosphere. In doing so, we always attempt to utilize local businesses, allowing them to partner with our campus store operation to benefit the University and community at large.

Successful ideas we have implemented in the past include:

Spring Fling Activities
Freshman Orientation Activities
Graduation Activities

A primary method of marketing to incoming freshman is to offer our free book reserve service. This service allows students, at all academic levels (not just freshman), to reserve their textbooks for the courses in which they are registered for the upcoming term. By doing so, these students are able to reserve new or used copies of their course material before classes begin. We gather the required textbooks and supplies and have them readily available, minimizing customer checkout time. This helps to create a positive image for the campus store. We will integrate this book reservation program into our HSU webpage for easy student access.

TEXTBOOK PLANS/USED BOOKS

BBA Corp. understands value. To offer our students the best College Store experience, we must remain competitively priced on all items sold within our stores. We are committed to working with faculty, staff, and administration to ensure their needs are met. In doing so, we will communicate on a regular basis with each of these groups to order any required/optional textbooks and supplies listed on our textbook and supply adoption forms. In compliance with Act 175 of the 86th General Assembly of the State of Arkansas, the following deadlines for required textbooks and course material adoptions are to met:

- a. On or before April 1st for the following Fall semester;
- b. On or before November 1st for the following Spring semester;
- c. On or before April 1st for the following Summer terms;

As we all work together to meet these deadlines, our campus store will provide students with the absolute best buyback experience possible, while also increasing our used book inventory for future students. BBA Corp. will be solely responsible for contacting all faculty and staff members, at our own cost, to ensure we have the necessary items in the store and in a timely fashion. Faculty will be able to contact our campus store using a variety of ways including phone, email, and our online adoption site, to name a few.

BBA Corp. prides ourselves in our ability to carry a large used book inventory. This allows our company to meet the needs of our customers by maximizing their savings, every term. We operate within a unique situation, not only will HSU students benefit from our used book inventory at our fifty-six private retail locations, but we also order additional used inventory from all of the wholesale companies throughout the country. Since we can call upon any and all wholesale company inventory, we can maximize the used book availability.

We do however understand that certain textbook/titles require that the book be new. We are also aware that many students prefer to have new books, rather than used. For this reason, we will carry a wide array of new and used titles, to meet all needs. Our goal is to provide the right mix of new and used books for both student and faculty benefit.

PRICING PLANS

BBA Corp. will provide competitive pricing for textbooks, trade books, and course packs. To ensure this, all books will be sold at a price no greater than the publisher's list price. All used books, including cloth, paperback, and others, will be sold at prices not exceeding seventy-five percent of the new textbook selling price.

All school supplies, class rings, computer equipment, software and nursing supplies sold within the campus store will be priced at the manufacturers suggested retail price or below.

Our goal at HSU will be to continue to instill a "community" campus atmosphere. Therefore, we will offer all faculty and staff a ten percent discount on all books, both new and used, as well as a ten percent discount on all soft goods and HSU apparel.

As previously stated BBA Corporation has partnered with all of the major wholesale companies in the United States. This along with the more than fifty stores that we can draw inventory from has allowed us to provide more used textbooks to the students than our competitors. By using these many resources we can greatly increase the used-to-new book ratio continuing to pass on the savings to your students.

BOOK BUYBACK POLICY

BBA Corp. realizes that students expect and need a campus store to do more than just sell books. We have a focus-driven approach to maximize buyback for our students. We have created technology, integrated within our own point-of-sale system, which allows our staff to determine wholesale pricing with all of the major wholesale companies within the United States. This technology is updated monthly to ensure that we pay students the highest current nationwide value for their books.

In the event a student is selling back a title that we know will retail in the following term, the student can expect up to fifty percent of their original purchase price, until quantities are met. We attempt to maximize each and every buyback, to favor the student. We understand having an upbeat and successful buyback is key to maintaining a positive campus store image, and will continue to work with faculty and administrators to facilitate this process.

Unlike many competitors, BBA Corp. offers year round buyback for student convenience.

REFUNDS/EXCHANGES

BBA Corp. will issue refunds in the following manner:

Textbooks: Students will receive a full refund in their original form of payment for textbooks purchased from our campus store during the first week of class. A receipt must be present at that time. The book(s) must be in their original condition. New books must remain in new condition. Books sold in shrink-wrap must be returned in shrink-wrap.

General Merchandise: A full refund on general merchandise will be given within seven days of the original transaction date. Refunded goods must be in unused, resale-able condition to qualify.

Refunds and exchanges will not be issued for the following items: custom course material, computers or electronic items, and open software.

Our on-site manager will be able to use his/her discretion in taking care of subjective customer refund needs. The refund policy will be posted on each register and on each receipt.

BBA CORP. TRANSITION PLAN

This proposal, when executed by the parties as an agreement hereto, shall become effective as of July 1, 2010 and shall continue in effect for a one-year period.

Thereafter the terms shall be automatically self-renewing for one-year periods under the same provisions, not to exceed an aggregate total of seven years. Unless one of the parties hereto notifies the other in writing, at least sixty days before the expiration of the then current term, it will terminate this agreement at the expiration date.

Either party may terminate this agreement upon sixty days written notice to the other party. In this event, Henderson State University agrees to pay BBA Corp. the then unamortized portion of store improvements, put in place by BBA Corp., and any other amounts provided to be paid to BBA Corp. pursuant to this proposal. Upon termination, Henderson State University shall repurchase or require a new contractor to repurchase the bookstore inventory under the same terms as purchased by BBA Corp.

Since we currently operate the off campus bookstore the transition will be simplified. We will only need to increase our orders prior to the current suppliers exit.

AUTOMATION PLAN

Our transition plan is a relatively simple process. BBA Corp.'s point-of-sale and textbook management system will integrate successfully with the POISE/Jenzabar PX which will help allow for a seamless transition. Once the contract is awarded, we will start the planning process to ensure smooth operations from day one. Our timeline to install our server and achieve total system integration should take less than one week; we will still have the ability to run a smooth operation during this transition period. We may seek technical assistance from HSU information systems specialists for any firewall issues, however, there will be limited need to employ campus specialist during our transition.

BBA Corp.'s point-of-sale system is a fully robust, graphic user interface offering textbook sales and buyback management along with new edition information. This enables us to provide that information to the professors for textbook requisitions/adoptions. It has full POS and barcode capabilities and easy database management. We have a full-time programming staff in our Little Rock, AR facility that helps BBA Corp. maintain this system. These individuals are employed to ensure smooth operations and customize software to the needs of each of our locations.

ADDITIONAL AGREEMENTS

In addition to the terms and conditions set forth in the foregoing proposal, BBA Corp. and Henderson State University mutually agree to discuss, negotiate, and resolve any related issues that may require clarification. These additional agreements will be set forth in writing, signed, and agreed upon by both parties and become part of this proposal.

Once the contract has been awarded to BBA Corp., we will take immediate action in preparing for the transition.

BBA Corp. will make arrangements to purchase inventory, open transferable credits, fixtures, soft goods, and any merchandise affiliated with Henderson State University. Since the transition will take place in July, we would expect HSU to return any and all books back to the wholesale and publishing companies allowed. Open, transferable credits will be purchased at full value. Any remaining textbook inventory formally adopted for the upcoming Fall 2010 term will be purchased at fifty percent of list price. Any titles not being used for the Fall 2010 term will be purchased at a national wholesale value plus a twenty-five percent commission to the University. All HSU non-textbook items acquired within the last 180 days will be purchased by BBA Corp. for actual item cost. HSU non-textbook inventory purchased after 180 days will be purchased by BBA Corp. at current market value.

Payment will be made to Henderson State University within ten business days of closing date.

PAYMENT POLICIES

BBA Corp. accepts all major methods of payment including, but not limited to:

1. Cash
2. Checks with proper I.D.
3. Visa
4. MasterCard
5. Discover
6. American Express
7. Debit Cards with security PIN entry
8. Financial Aid
9. Book vouchers from qualified organizations such as Arkansas Rehabilitation, Veterans Affairs, Single Parent Scholarship Fund, TAA, etc.
10. Scholarships of all kinds

BBA Corp. realizes each student may have different barriers to entry in regards to affordability of a university education. We pledge to work with each student, on an individual basis, to help overcome these obstacles, whenever possible.

SECURITY POLICIES

Internal Security Measures

In an effort to provide security and theft control in the bookstore, BBA Corp. will work with Henderson State University security and its administration to design an appropriate disciplinary protocol. BBA Corp. will not involve public emergency services in a security matter unless the situation is physically dangerous or considered an extreme emergency. BBA Corp. will not involve public authorities without consulting the appropriate administration at Henderson State University.

We will also, with administration's approval, install a security system with cameras that have the ability to be monitored off-site via the web, for additional security.

Book Theft

BBA Corp. will require students to provide a picture I.D. to sell or return textbooks.

We have found that offering our trademark "full-service approach" has helped deter theft, as students have limited access to the textbook shelves.

BBA Corp. employs a counter service approach in all of our stores. We interact with every customer that comes to us. The store staff takes time with each customer to ensure that the students get the exact book(s) needed for their specific coursework. Our staff pulls the book(s) off of the shelf and brings them to the cash-wrap area for sale. This allows our company to maintain a low level of shrinkage, while simultaneously maintaining a superior customer experience.

CAMPUS LIFE

BBA Corp. believes in a strong campus community atmosphere. We want to do our part within the store to strengthen student/campus relations. We plan to offer a wide variety of HSU Reddie gear within our campus store. We plan to offer quarterly "Reddie Gear" soft goods sales on our university apparel for faculty and students.

BBA Corp. knows that students identify with other students. Whenever possible we will work hard to hire and train current HSU students, with good academic standing in our campus store. As we utilize the counter service approach in the bookstore, there will be ample opportunity for a number of HSU students to work with us, in a temporary position during our rush periods. We will help instill good, entrepreneurial work ethics in these students, while always maintaining HSU high standards of bookstore customer service.

Upon agreement with Henderson State University we can offer laptops, desktop computers, and PDA's, etc. through financial aid.

BBA Corp. will work with the school of nursing to carry the equipment and supplies needed for continued program success. This can include, but is not limited to shoes, scrubs, stethoscopes, pen lights, bandage scissors, IV clips, lab coats, etc. We, along with our nursing sales partner, can set-up a fitting session at the beginning of each term, to allow nursing students to pre-order all of their nursing materials and supplies direct from the manufacturer through the Reddie Store, with the Nursing Department approval. This will help keep funds on campus, while also allowing students to use certain types of financial-aid not readily accessible to outside businesses.

Cap, gown, and graduation supplies ordered through the bookstore will continue as is. We will work to maintain the current relationship with Regalia in ordering these supplies.

We will work to maintain strong relationships with all social communities on campus. We understand that these organizations are very attractive to many student groups and will certainly help in the mission of instilling a "community" type of atmosphere. If there is a solid interest, we can carry Greek related items.

We continually look for ideas from students, administration and faculty as to how we can help facilitate the HSU mission and increase our campus activities for the benefit of our community.

TERMS AND CONDITIONS

Licensing and Permits

BBA Corp. will ensure that all required permits conform to the municipal, county, state, and federal laws where Henderson State University is located. BBA Corp. will assume responsibility for such applicable taxes as sales, excluding property taxes.

BBA Corp. will have the non-exclusive right to use the Henderson State University logo on items such as soft goods, notebooks, pens, pencils, decals, and other manufactured goods traditionally sold in college and university bookstores.

Inventory and Property Loss

BBA Corp. will be responsible for inventory or other property damaged or lost while within the bookstore or in transit to and from the bookstore. We will also be responsible for the loss of money, checks, and credit card collections as well as any inventory theft and/or robbery within the bookstore.

Public and Product Liability

To cover any personal injury and property damage, BBA Corp. will carry at least three million dollars of public and product liability insurance for the term of the agreement.

Insurance

Various insurance will be provided by BBA Corp. The types of insurance will include Workmans Compensation, public liability insurance to cover personal injury or death, as well as damage to any property suffered by anyone on the site of the operations described in the contract. BBA Corp. agrees to exonerate Henderson State University from all claims arising from damage or injury (including death) to anyone or any property connected with BBA Corp.'s performance of this agreement, with the exception of negligent conditions on the part of Henderson State University.

The insurance provided by BBA Corp. will cover all furniture, fixtures, equipment, and inventory located in or on the premises, belonging to BBA Corp., against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by Henderson State University. This insurance policy will cover the full replacement cost of the items listed.

BBA Corp. will provide upon request, a certificate of this insurance policy upon execution of this contract and each subsequent year, to the department designated by Henderson State University.

A quick synopsis of insurance coverage:

- A. Claims under Workmans Compensation, Disability Benefit and other similar benefit act;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained.
 - a. By any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or
 - b. By any person; and

- E. The contractor shall provide and maintain during the term of this contract, at the contractors' expense, comprehensive automobile liability insurance at limits no less than the statutory requirements and it shall be shown on the certificate in per person, per accident for bodily injury and per accident for property damages.
- F. Claims under comprehensive general liability for damages because of injury to or destruction of tangible property including loss of use resulting there from.
Coverage for "Completed Operation" shall be required under this comprehensive liability section.

Utilities and Maintenance

BBA Corp. will be responsible for long-distance telephone service and in-store janitorial care. Henderson State University shall provide all other utilities.

Business Hours

The manager will confer with the Vice President of Fiscal Affairs on store hours with priority being placed on the service needs of the institution. The current store hours of Henderson State University Bookstore are 8:00 A.M. until 4:00 P.M. Monday through Friday. These hours of operation are acceptable; however, during days of sale and buyback the hours will be extended. The hours will be from 7:00 A.M. until 7:00 P.M. during the week of sale and buyback.

Bookstore Name

BBA Corp. understands that the name of the bookstore will be Henderson State University Bookstore, or also referred to as the "Reddie Bookstore".

Repairs and Fixtures

BBA Corp. will be responsible for informing Henderson State University of needed repairs throughout the course of the agreement. Henderson State University will make authorized repairs to the facility. Henderson State University may request that BBA Corp. pay for the necessary repairs if at such time a circumstance were to arise when BBA Corp. is deemed responsible for wear or damage. All equipment, fixtures, and furniture provided by BBA Corp. will remain the property of BBA Corp.

BBA Corp. understands the importance of maintaining a clean and efficiently ran facility and will be responsible for the janitorial upkeep.

Emergency Policy

In case of an emergency, entry into the bookstore by Henderson State University staff without prior knowledge of the bookstore manager, is to be reported to the bookstore manager as soon as possible. It is important to BBA Corp. that Henderson State University support security efforts to protect the bookstore's premises and stock.

BBA CORPORATION STORE LIST

This is a partial listing of colleges and universities served:

Arkansas State University	Jonesboro, AR 72401
Arkansas Technical University	Russellville, AR 72801
Calhoun Community College	Tanner, AL 35671
Cameron University	Lawton, OK 73505
Columbus State University	Columbus, GA 31907
Delta State University	Cleveland, MS 38732
Eastern Carolina University	Greenville, NC 27858
Eastern Kentucky University	Richmond, KY 40475
Georgia Southern University	Statesboro, GA 30458
Greenville Technical College	Greenville, SC 29607
Henderson State University	Arkadelphia, AR 71923
Lenior Community College	Kinston NC 28504
Lonestar College CyFair Campus	Cypress, TX 77433
Middle Tennessee State University	Murfreesboro, TN 37130
New Mexico State University	Las Cruces NM 88001
Northeastern State University	Tahlequah, OK 74464
Northwest Arkansas Community College	Rogers, AR 72756
Oklahoma City Community College	Oklahoma City, OK 73159
Pensacola Junior College	Pensacola, FL 32504
Philander Smith College	Little Rock, AR 72204
Pitt Community College	Winterville NC 28590
Pittsburg State University	Pittsburg, KS 66762
Pulaski Technical College	N Little Rock, AR 72114
Santa Fe Community College	Gainesville, FL 32606
Southeast Arkansas Community College	Pine Bluff, AR 71603
Southwest Tennessee Community College	Memphis, TN 38111
Tallahassee Community College	Tallahassee, FL 32304
Tarrant County College Northeast Campus	N Richland Hills, TX 76180
Tidewater Community College at Virginia Beach	Virginia Beach, VA 23456
Trident Technical College	Charleston, SC 29406
University of Arkansas at Ft Smith	Fort Smith, AR 72904
University of Arkansas at Little Rock	Little Rock, AR 72204
University of Arkansas at Monticello	Monticello AR 71655
University of Arkansas Main Campus	Fayetteville, AR 72701
University of Central Arkansas	Conway, AR 72034
University of Central Oklahoma	Edmond, OK 73034
University of Houston	Houston, TX 77004
University of Memphis	Memphis, TN 38111
University of Mississippi	Oxford, MS 38655
University of North Texas	Denton, TX 76201

University of South Alabama	Mobile, AL 36608
University of Texas Tyler	Tyler, TX 75701
University of West Florida	Pensacola, FL 32514
Virginia Commonwealth University	Richmond, VA 23220
Volunteer State Community College	Gallatin, TN 37066
Western Illinois University	Macomb, IL 61455
Western Kentucky University	Bowling Green, KY 42101

While the large majority of these stores are located off-campus, these retail locations have prepared our organization to take on the new challenge of an on-campus operation.

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The HSU Purchasing Department will maintain copies of policies or written responses received from bidders.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (370) 230-3117

Sincerely,

Tim Jones
Director of Purchasing
Henderson State University

To be completed by business or person submitting response: (check appropriate box)

- EO Policy Attached
- EO Policy previously submitted to HSU Purchasing
- EO Policy is not available from business or person

Company Name
Or Individual:

Barnes Book Association (BBA Corp)

Title:

COO

Signature:

Bernie Morgan

Date:

3-29-10

HENDERSON STATE UNIVERSITY
Purchasing Department
1100 HENDERSON STREET
ARKADELPHIA, ARKANSAS 71923
870-230-5117 PHONE
870-230-5486 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones
Director of Purchasing

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

We have certified on-line that we do not employ or contract with any illegal immigrants.

Date on-line certification completed: _____

We have NOT certified on-line at this time, and we understand that no contract can be awarded to our firm until we have done so.

Reason for non-certification: _____

Name of Company: BBA Corp

Signature: Bene Morgan

Name & Title: Bene Morgan COO
(printed or typed)

Date: 3-29-10

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME: BBA Corp

Yes No

IS THIS FOR:

TAXPAYER ID NAME:

Goods? Services? Both?

YOUR LAST NAME: Morgan FIRST NAME: Clayce M.I.: Bene

ADDRESS: 121230 Harris Rd

CITY: Little Rock STATE: AR ZIP CODE: 72211 COUNTRY: US

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

For Individuals *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

For a Vendor (Business) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. **Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.**
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Gene Morgan Title COO Date 3-29-10

Vendor Contact Person Bobby Jones Title VP for Finance & Admin Phone No. 770-230-5770



HENDERSON

STATE UNIVERSITY

EXCELLENCE • SPIRIT • TRADITION

Purchasing Department

ADDENDUM # 1

Box 7894
870-230-5117 Phone
870-230-5486 Fax

To: Vendors of Record
From: Tim Jones, Director
Date: February 19, 2010
Subject: Invitation for Bid – Bookstore Operation

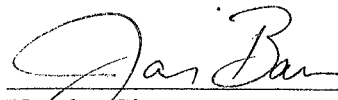
The following change(s) to the above referenced IFB for Henderson State University has been made as designated below:

- _____ Change of Specification(s)
- _____ Additional Specification (s)
- _____ Change of bid opening time and date -
- XX **Clarify date of Site Visit – March 11, 2010**

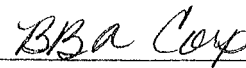
All other information on the original bid documents to remain the same (see below info).

The specifications by Virtue of this addendum become a permanent addition to the above referenced RFP. **Failure to Return This Signed Addendum May Result in Rejection of Your Bid. Return this form with Proposal.**

Should you have questions, please contact Tim Jones at the number above or email



Vendor Signature



Company

2-21-10

Date



HENDERSON STATE UNIVERSITY

EXCELLENCE • SPIRIT • TRADITION

Purchasing Department

ADDENDUM # 2

Box 7894

To: Vendors of Record
From: Tim Jones, Director
Date: February 23, 2010
Subject: Bookstore Operations

870-230-5117 Phone
870-230-5486 Fax

The following change(s) to the above referenced IFB for Henderson State University has been made as designated below:

_____ Change of Specification(s)

_____ Additional Specification (s)

** _____ Correction to dates

Page 5, Section 1.5

Site visit and pre-proposal conference: March 1, 2010 at 9:00 a.m.

Date should be March 11, 2010

Contractor Commences Performance: July 1, 2003

Year should be 2010.

Page 7, Section 1.10

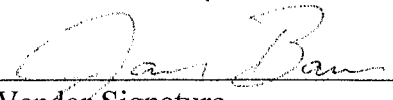
A public opening of all proposals will be held on: May 8, 2003 at 1:30 p.m. at

Date should be March 31, 2010


All other information on the original bid documents to remain the same (see below info).

The specifications by Virtue of this addendum become a permanent addition to the above referenced RFP. **Failure to Return This Signed Addendum May Result in Rejection of Your Bid.** **Return this form with Proposal.**

Should you have questions, please contact Tim Jones at the number above or email



Vendor Signature




Company

3-29-10

Date

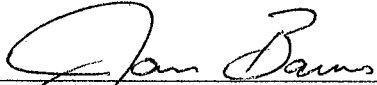
INDEPENDENT PRICE DETERMINATION CERTIFICATION STATEMENT

My staff and I have independently determined the pricing bid for this project. Neither my staff nor I have had any contact with any other company or persons connected to another bid for this proposal.


James Barnes
President, BBA Corp.

BID PRICE CERTIFYING STATEMENT

The bid price as listed in the price proposal/cost analysis will include all services and requirements as described in the request for proposal. All services proposed will be performed as required. BBA Corp. acknowledges that Henderson State University will not be responsible for any services not included in this proposal.



James Barnes
President, BBA Corp.

BANK AND BUSINESS REFERENCES

Bank References

- Bank of America - Arkansas
2000 West Capital Ave.
Little Rock, AR 72201
888-825-5000
Eugene Casterjon, Senior Client Manager
(Reference Letter Attached)

Business References

- Phillip W Cox
Cantrell West STE 301
11300 Cantrell Rd
Little Rock AR 72212
Phone: 501-227-5800
Fax: 501-227-5051
(Reference Letter Attached)
- Dr. Phillip Shirley
President
Southeast Arkansas College
1900 Hazel Street
Pine Bluff, AR 71603
870-543-5905
(Reference Letter Attached)

Personal References

- Wynn Norwood
Associate Director of Athletics, University of Arkansas at Little Rock
36 Durance Dr
Little Rock AR 72223
Phone: 501-951-5700
- Jeff Stephens
Vice-President Division Manager
Mid-South Engineering Company
1658 Malvern Ave
Hot Springs AR 71901
Phone: 501-321-2276
- Fred M. Neill, EdD
Headmaster
Cathedral School
1616 Spring St
Little Rock AR 72206
Phone: 501-375-7997

March 16, 2010

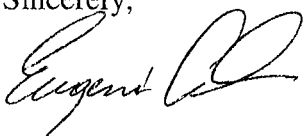
To Whom It May Concern:

We are pleased to confirm that BBA Corp. is a valued client of Bank of America Merrill Lynch. BBA Corp. has maintained accounts with our banking institution in excess of 15 years. The company has fulfilled its contractual obligations and has an excellent relationship with Bank of America Merrill Lynch.

BBA Corp. has an outstanding reputation and is considered as one of our premier clients. We therefore, are able to recommend BBA Corp. as a responsible and reliable company.

If you should have any questions or concerns, please contact my associate, Jean Ann Finley, at 501-378-1680 or me at 888.852.5000 extension 4305.

Sincerely,



Eugene Castrejon
Vice President
Business Banking



Southeast Arkansas College

1900 Hazel St., Pine Bluff, AR 71603

Tel (870) 543-5900 ■ Fax (870) 543-5927 ■ 1-888-SEARKTC (Toll Free) ■ Website: www.seark.edu

MEMO

From: Dr. Phil Shirley, Ph.D., President

Date: March 24, 2010

To: To Whom It May Concern

Subject: Textstyles Bookstore Reference Letter

I am writing this in reference for the Textstyles Bookstore.

In 2001, Southeast Arkansas College was faced with a dilemma. We were receiving poor assessment remarks from students concerning services from our campus bookstore. In an effort to improve, we started the process of changing bookstore vendors. Through a competitive process, the Textstyles Bookstore was chosen. The General Manager was René Morgan and she immediately went about setting new policies in place that both improved services and brought about lower prices.

Continuous quality improvement feedback from the Textstyles Bookstore has demonstrated that we made the correct choice. Students have indicated satisfaction with both services and prices. I am delighted that we selected René Morgan's organization. It was one of the best decisions of my presidency.



JPMS | COX

ACCOUNTANTS & CONSULTANTS

BRYAN S. JEFFREY
JIM L. PHILLIPS
DAVID L. MOSLEY
GARY O. COOPER
PHILLIP W. COX
STEVEN S. BOOTH
MALLORY S. TAYLOR
MARY ELLEN VANDILOE

March 17, 2010

Mr. Bobby G. Jones
Vice President for Finance and Administration
Henderson State University
1100 Henderson Street, Box 7804
Arkadelphia, AR 71999-0001

Dear Mr. Jones:

The purpose of this letter is to provide my recommendation to you of James and Terry Barnes and their related companies. My firm currently serves as the companies' and their personal accounting firm. Our relationship with them is a relatively new one, but I can say to you without hesitation or reservation that they and their entire organization have been a pleasure with whom to be associated. They are highly motivated to provide the highest quality service to their customers, have a proven track record of doing so, and are highly regarded, not only in their industry, but in the community at large. In short, we are proud to count them among our finest clients, and trust that you would enjoy the same experience.

If you have any questions or desire more information, you may contact me directly at (501) 978-8309.

Sincerely,

Phillip W. Cox
JPMS Cox, PLLC

PWC:sp

IN CLOSING

BBA Corp. would like to take this opportunity to thank Henderson State University for allowing us to submit a proposal to manage your bookstore. We take great pride in each of our bookstore's success. Each store represents itself in a professional and courteous manner, dealing with each student on an individual basis. We are aware that these students are the reason for our success. We enjoy getting to know each of the students, and celebrate with them as they graduate and advance to start their new lives. If we can answer any additional questions, please contact us anytime.

OFFICIAL SIGNATURE DOCUMENT RESPONSE FORM


Signature

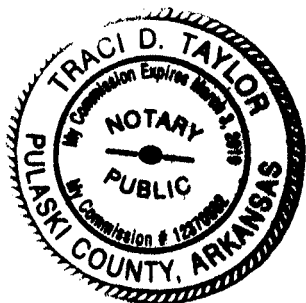
James V. Barnes, President
Name and Title

BBA Corporation
Company Name

12123 Kanis Rd
Little Rock, AR 72211
(501) 217-4960
Address and Telephone

071-081-2658
Employer Identification Number

IN WITNESS WHEREOF, the parties hereto have set their hands as at the day and year written below.



Traci D. Taylor
3-29-10

Henderson State University

By: _____

Name: _____

Title: _____

Date: _____

BARNES BOOK ASSOCIATION, INC.

By: James Barnes

Name: JAMES BARNES

Title: President

Date: 3-29-10